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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

BARBARA NEU on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

Terminix International, Inc.,
The Terminix International Company, LP,
The ServiceMaster Company
ServiceMaster Consumer Services, Inc.,
ServiceMaster Consumer Services
Limited Partnership,
.

Defendants.

Case No.: C 07-6472 CW

**AMENDED
CLASS ACTION COMPLAINT**

Demand for Jury Trial

CLAIM

I. INTRODUCTION

1. Named Plaintiff was the victim of an overall illegal and unfair business practice, scheme or plan directed at the heart of the service Defendants were in the business of providing: eliminating and preventing subterranean termite infestation by use and maintenance of proper eradication and control measures based upon expertise as regulated and licensed termite control operators. Defendant did not provide this basic service to customers as a matter of business practice in the State of California, including to Plaintiff. Minor differences in contract terms between class members are mere variations on the overall theme of not providing the basic service they are in a regulated business which requires expertise to provide. Plaintiff Neu's contract contains the basic pledge that Defendants "...will provide the necessary services... to control or protect against subterranean (ground) termites..." (See Exhibit 1).

2. The business scheme alleged herein has resulted in settlements by Defendants with Attorneys General in several States. Defendants settled deceptive trade practice claims with states that required wholesale application or reapplication of termite control measures in Florida (See Exhibit 2) and Kentucky (See Exhibit 3) wherein it was alleged that Terminix did not provide the necessary services to control or protect against subterranean (ground) termites. Terminix agreed with the Alabama Department of Agriculture and Industries to begin making annual termite inspections. (See Exhibit 4).

3. This action arises out of the pattern and practice by Defendants of failing to provide the subterranean termite prevention and control services they are required to provide by statute, labels, good entomologic practice and contracts; collecting fees for installation and maintenance of chemical barriers without fully applying or maintaining the barrier when they knew that this was the only way to prevent termite infestations; selling services and products

1 which they knew to be ineffective for preventing termite infestation including baiting systems;
2 and of taking advantage of customers' lack of knowledge by suppressing this information to
3 generate income without providing services. Plaintiff and class members intended to purchase
4 termite prevention services from Defendants and never received these services.

5
6 4. Such a scheme is in violation of the Business and Professions Code Sections
7 17200 & 17500, California
8 Consumer Legal Remedies Act, California Civil Code §§1750 – 1784, in breach of express and
9 implied contracts, and common law obligations with Plaintiff and other similarly situated persons.

10 II. PARTIES

11 5. Plaintiff is an adult resident citizen of Alameda County, State of California,
12 currently residing at 16073 Gramercy Drive, San Leandro, California, 94578.

13
14 6. Plaintiff is informed and believes and thereon alleges that The Terminix
15 International Company, LP, is or was a Delaware limited partnership based in Wilmington,
16 Delaware, and located at 1209 Orange Street, Wilmington, Delaware, 19801, with its principal
17 place of business in Memphis, Tennessee, that registered in California on February 3, 1987, and is
18 routinely conducting business in California.

19 7. Plaintiff is informed and believes and thereon alleges that Terminix International,
20 Inc., is or was a Delaware corporation with its principal place of business in Memphis, Tennessee,
21 and located at 860 Ridge Lake Boulevard, Memphis, Tennessee, 38120, that registered in
22 California on February 4, 1987, and is routinely conducting business in California. Terminix
23 International, Inc. is the general partner of Terminix International, LP.

24
25 8. Plaintiff is informed and believes and thereon alleges that The ServiceMaster
26 Company is a Delaware corporation, incorporated on September 10, 1991, based in Memphis,
27 Tennessee, and located at 860 Ridge Lake Blvd, Memphis, Tennessee, 38120, that is routinely
28

1 conducting business in California. ServiceMaster represents itself as a “Fortune 500 Company
2 that’s \$3.5 billion strong.”

3 9. Plaintiff is informed and believes and thereon alleges that ServiceMaster
4 Consumer Services, Inc., is or was a Delaware corporation based in Memphis, Tennessee, and
5 located at 860 Ridge Lake Boulevard, Memphis, Tennessee, 38120, that registered in California
6 on March 14, 2002, and is routinely conducting business in California.

7 10. Plaintiff is informed and believes and thereon alleges that ServiceMaster
8 Consumer Services Limited Partnership is or was a Delaware limited partnership based in
9 Wilmington, Delaware, and located at 1209 Orange Street, Wilmington, Delaware, 19801, that
10 registered in California on November 3, 1994, and is routinely conducting business in California.

11 11. The term “Plaintiff (s)” as used in this complaint means and includes all persons
12 and entities listed and named as Plaintiff in the caption of this complaint, or any amendment
13 thereto, and in the text paragraphs thereof, and include any Plaintiff hereafter added by amend-
14 ment, joinder or intervention. The term “Plaintiff (s)” also means and includes both the named
15 Plaintiff individually and as representative of the class and any subclass herein described, as well
16 as each member of such class and any subclass.

17 12. The term “Defendant” as used in this complaint means and includes all persons
18 and entities listed and named as a Defendant in the caption of this complaint or any amendment
19 thereto and in the text paragraphs thereof, and includes any Defendant hereafter added by
20 amendment or otherwise (unless otherwise specified in the amendment).

21 13. Plaintiff is informed and believes and thereon alleges that Defendants The
22 Terminix International Company, LP, and Terminix International, Inc., (hereinafter collectively
23 “Terminix” or the “Terminix Defendants”) sell and claim to provide termite protection services
24 throughout California. The Terminix International Company, LP, is the sales and service
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1 provider for the individual customers who have entered into binding contracts with The Terminix
2 International Company, LP, and/or Terminix International, Inc., by and through The Terminix
3 International Company, LP. The Terminix International Company, LP, is part of a group of
4 service providers along with Merry Maid, Furniture Medic, ARS, American Home Shield, and
5 TruGreen ChemLawn that make up the ServiceMaster Group. Terminix International, Inc., is the
6 general partner of The Terminix International Company, LP. Defendant ServiceMaster
7 Consumer Services, LP is the immediate parent to both of the Terminix Defendants and The
8 ServiceMaster Company is the ultimate Parent.

10 14. Plaintiff is informed and believes and thereon alleges that The ServiceMaster
11 Company, ServiceMaster Consumer Services, Inc., and/or ServiceMaster Consumer Services
12 Limited Partnership (hereinafter collectively “ServiceMaster” or the “ServiceMaster
13 Defendants”) claim and report all of Terminix’s assets and liabilities as part of its overall annual
14 financial reporting.

16 15. The ServiceMaster Defendants, by and through their executive officers and
17 executive board, directly participate, guide, and manage all of the activities of the Terminix
18 Defendants through active and direct participation in the managerial affairs of the Terminix
19 Defendants.

21 16. Upon information and belief and by their own admissions, Terminix is for all legal
22 and practical purposes a mere department or “business unit” of ServiceMaster, is the alter ego of
23 ServiceMaster, and/or acts as ServiceMaster’s general agent (See Exhibit 5, Noblin testimony).

24 17. Upon information and belief and by their own admissions, ServiceMaster manages
25 all risk related services and liabilities of Terminix, including duties that arise from Terminix’s
26 termite services such as claims for termite damage made by Terminix’s customers (See Exhibit
27 5).

18. Upon information and belief, ServiceMaster is responsible for managing Terminix's liabilities including the paying of termite damage claims made by Terminix's customers (See Exhibit 6, ServiceMaster Settlement Check (Redacted) for Terminix International, L. P. in Dickens v Terminix International, L.P.

19. Upon information and belief, Terminix and ServiceMaster represent in form renewal solicitations and invoices that all of Terminix’s legal obligations are “backed by” ServiceMaster which means it is a co-maker, guarantor, or surety of the obligations rather than disinterested third-party with no obligations to the consumer; specifically: “you can feel safer knowing that Terminix is part of a \$3.5 billion company.”; “Terminix International is backed by the immense financial strength of ServiceMaster, a fortune 500 company.” (See exhibit 7, Gershtenecker renewal notice).

20. ServiceMaster publishes, backs, and supports the customer satisfaction guarantees provided by Terminix to all Terminix customers (See <http://www.servicemaster.com/library/aboutUs/guarantees/terminix.dsp>, at which Service Master provides a 100% satisfaction guaranty to all customers of Terminix, attached hereto as Exhibit 8).

21. Upon information and belief, and by their own admissions and practice, ServiceMaster acts as a co-maker, guarantor, and / or surety either directly or by estoppel of Terminix.

22. Terminix conducts business in the Northern District of California, including Alameda County, and serviced Plaintiff's property out of its office located at 14458 Wick, San Leandro, California, 94577.

JURISDICTION AND VENUE

23. Jurisdiction exists pursuant to 28 U.S.C. §1332(d)(2).

1 24. Plaintiff is a citizen of the State of California, and Defendants are incorporated in,
2 or have their principal places of business, in the States of Delaware and Tennessee, and in
3 this class action the aggregate amount of damages shall exceed five million dollars.

4 25. Venue is proper in this Court under 28 U.S.C. §§ 1391(a) because the events that
5 give rise to Plaintiff's claims took place within the Northern District of California.

6 26. Pursuant to Civil L. R. 3-2(c), the Oakland Division of this Court is the
7 appropriate division because a substantial part of the events that give rise to the claim occurred in
8 Alameda County.

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11 **III. ADDITIONAL FACTS COMMON TO ALL COUNTS**

12 27. Defendants, by and through their agents, servants, and/or employees, and Plaintiff,
13 by and through her agents, servants, and/or employees, entered into a termite protection contract
14 in or about May, 1999 (hereinafter referred to as the "Contract," See Exhibit 1) related to
15 Plaintiff's home at 16073 Gramercy Drive, San Leandro, California, 94546.

16 28. Plaintiff and Defendants renewed the Contract annually in or about May, 2000;
17 May, 2001; May, 2002; May, 2003; May, 2004; and May, 2005 (renewal documents attached
18 hereto collectively as Exhibit 9).

19 29. Defendants were obligated by the Contract to, *inter alia*:

- 20 (a) Provide the necessary services to control, protect, and help defend the
21 identified property against, the attack of subterranean termites (and did not
22 provide those services);
23 (b) Reinspect the structures when Terminix felt it was necessary (and did not
24 do so);
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- (c) Extend service (i.e., renew the Contract) annually for the lifetime of the owner (Neu) upon the payment of annual renewal fees (and did not fulfill its duties during any contract extension);
- (d) Continuously protect the identified property from new termite activity (and did not do so);
- (e) Propose, if Terminix deemed it necessary in the event that the Baiting System failed to eliminate or control termite colonies, treatment using conventional termite elimination methods at no additional charge (when it knew before proposing the contract that such measures were necessary and therefore failed to meet its obligation to provide the “necessary services”);
- (f) To perform its services in accordance with the requirements of law (which it failed to do); and
- (i) To provide state-of-the-art termite protection services (which it failed to do).

30. In consideration for these and the other obligations of the Defendant pursuant to the Contract, Plaintiff paid an initial fee of \$1,548.00 and renewal fees of between \$220.00 and \$267.00 annually.

31. In addition to the above-listed obligations of the Defendant pursuant to the Contract, Defendants owed to Plaintiff duties that arise out of California Structural Pest Control laws and regulations as contained in the California Business and Professional Code section 8516 and sections 8560 et. seq. (2003) and California Code of Regulations section 1937 and sections 1990 et. seq. (2007). Defendants owed a duty to provide reasonably prudent and otherwise proper and lawful performance of services, including but not limited to, an initial inspection and one or more subsequent inspections of the identified property for the purpose of finding and

1 reporting any termite activity or conditions conducive to termite activity in accord with their
2 professional expertise and licensing requirements pursuant to the above referenced codes and
3 regulations and giving sound advice based on proper inspections.

4
5 32. The Defendants owed a duty to give Plaintiff her money back if she was not totally
6 satisfied in accord with Defendants' guarantee of Plaintiff's total satisfaction (See Renewal
7 Notices, included in Exhibit 10 and the Marketing Materials, referred to below and attached
8 hereto as Exhibit 11)¹. However, Defendants knew that property owners relied upon their
9 expertise to determine if services were provided satisfactorily as consumers rely upon any
10 professional.

11
12 33. The Defendants owed a duty as a regulated and licensed professional to provide an
13 expert service, and purported to provide, their service technicians with professional and extensive
14 training pursuant to California Codes and Regulations for the licensing of Structural Pest Control
15 Operators on termite biology and behavior, how termites forage, how termites share information
16 with other colony members, what to look for at a feeding site, how to identify termite species,
17 how to handle termites, and how to pay close attention to and provide the best possible termite
18 protection for the identified property (See Exhibit 12, attached hereto). These requirements are
19 detailed in title 16 of California Business and Professional Code section 8516 and section 8560 et.
20 seq. (2003) and California Code of Regulations section 1937 and sections 1990 et. seq. (2007).

21
22 34. The Defendants owed a duty to provide expert advice to the Plaintiff regarding
23 termite protection services, including but not limited to provision of information about termites,
24 termite control and elimination, and the danger termites posed to the identified property (See
25 Exhibit 1, and Defendants' marketing materials, collectively referred to hereinafter as the
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27
28 ¹ Plaintiff does not claim to have all marketing materials targeted to her and California
consumers, so the following list is merely a representative sample of false claims.

1 “Marketing Materials,” and attached hereto as Exhibits 9, 10, 11, 12 & 13), including, *inter alia*,
2 the following, which were made at or about the time of the commencement of the Contract and
3 thereafter at or about the time of the annual renewals of the Contract:

- 4 (a) That the Sentricon “Baiting System” contained “bait” that would lure or attract
5 termites to a poison that would kill any termite colony that might attack the home
6 and that it was the only “necessary service” to control or protect against termites;
- 7 (b) By using a company with its expertise, the customer could be assured that it would
8 provide all services necessary to control and prevent termite infestation;
- 9 (c) At the same time it mailed Plaintiff assurances that the “Baiting” System which
10 was not really a “bait” was all that was necessary, it was advising other California
11 consumers that a Baiting System was not necessary and was not the best way to
12 control or eliminate termites;
- 13 (d) That the Baiting System was the best defense against the threat of subterranean
14 termite infestations (which was not a universal truth);
- 15 (e) That the Defendants formulated a unique plan of action for defending Plaintiff’s
16 home against termite infestation;
- 17 (f) Baiting System customers like Neu were told it was the most effective
18 subterranean termite control or elimination technique available when Defendants
19 were saying something different to other consumers at the same time in the same
20 state;
- 21 (g) That the Baiting System would provide a guaranteed defense of Plaintiff’s home
22 from subterranean termite infestation;
- 23 (h) That the Baiting System was the most advanced method for the elimination or
24 control of subterranean termites;
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- 1 (j) That the Baiting System was an early warning system, akin to a fire alarm and a
2 burglar alarm, to monitor for the threat of subterranean termites at Plaintiff's
3 home;
4
5 (k) That the Baiting System would destroy subterranean termites in [the termites']
6 home before they destroyed Plaintiff's home;
7
8 (l) That termites would be lured to the bait stations even if wood in the home had
9 already been found and was an abundant food source;
10
11 (m) That Bait Systems at neighboring houses could not be counted on to bait and
12 eliminate the colonies attacking her house and that the colonies attacking
13 Plaintiff's home needed to be baited by stations around her home – not a
14 neighbor's.
15
16 (n) That university research documented that only the Baiting System would kill the
17 colonies that would eat the Plaintiff's house; and
18
19 (o) That the Defendants would provide the "necessary service" because Terminix had
20 experience in the use of termiticides and state-of-the-art techniques for the
21 elimination or control of subterranean termites, was the leading provider of termite
22 control services in the United States, and the most trusted choice for 75 years.

23 35. The Defendants breached their duties described above, and the above-listed
24 representations regarding the effectiveness of the Baiting System were false, because the
25 Defendants did not provide the necessary services to Neu and in fact included contractual
26 provisions that the Defendants could argue would allow it not to have to use a "necessary service"
27 because Defendants' Baiting System was the only one Defendants agreed to provide.
28

36. The Defendants did not provide and did not intend to provide all "necessary
services" to prevent termite attack. For example, Terminix admits in sworn corporate testimony

1 in litigation in Arkansas that it knew it used chemicals like Pryfon in the past, which were
2 ineffective and rather than applying an effective chemical, it just collects money and leaves
3 homes unprotected for the sole reason that customers can file limited damage claims under
4 contracts or law when damages are discovered.

5
6 37. The Defendants, by virtue of their above-referenced knowledge and expertise in
7 entomology, termite behavior, termiticides, and termite control and elimination methods, knew
8 that an attack on any of the several bait stations around Plaintiff's home by termites from a
9 particular termite colony could not and did not eliminate other colonies which may attack
10 Plaintiff's home.

11
12 38. The Defendants, knew or should have known with the exercise of reasonable care
13 that research studies had shown that baiting systems were ineffective for controlling or
14 eliminating termite infestations as represented. (See Exhibit 14).

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16 39. The Defendants' above-listed representations regarding the effectiveness of the
17 Baiting System were false, unfair, deceptive and/or misleading and therefore in violation of
18 California Code of Regulations section 1999.5 (2007) which makes it unlawful for any SPCO
19 license holder to make statements or representations regarding the efficacy of any structural pest
20 control that is false, deceptive, unfair and / or misleading.

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22 40. The Plaintiff will prove the foregoing allegations related to the Defendants'
23 breaches of duty and knowing misrepresentations through the Defendants' own records and
24 testimony, the testimony of expert witnesses, and accepted literature in the field regarding the
ineffectiveness of the Baiting System.

25
26 41. Plaintiff is informed and believes by virtue of the Defendants' own admissions and
27 practices that Defendants' knew the Baiting system was ineffective and that the only practical
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1 method of controlling termites was by applying and then maintaining a “complete chemical
2 barrier” in accordance with California law and label requirements (See Exhibit 15).

3 42. Plaintiff is informed and believes by virtue of the Defendants’ own admissions and
4 practices that Defendants’ knew that without a complete and effective chemical barrier, in
5 accordance with label requirements, the likelihood of termite infestation was substantial in areas
6 like Arkansas or California with “very heavy” or “heavy” subterranean termite pressure. (See
7 Exhibit 15).

9 43. Defendants, by and through their agents, servants, and or employees, uniformly
10 and continuously failed to conduct adequate initial inspections, annual inspections, and re-
11 inspections for termite infestation or related damage and other wood destroying organisms as
12 required by contract and law and which were relied upon by Plaintiff.

14 44. Defendants, by and through their agents, servants, and or employees, uniformly
15 and continuously failed to perform the initial protection services that would be reasonably
16 effective to prevent subterranean termite infestation, including elimination of conducive
17 conditions (and advise on the necessity of alteration of such conditions) prior to application of
18 chemical or other prevention or control measures such as alterations to structures or foundation
19 areas so as to make application of a complete chemical barrier an effective preventative or control
20 measure against termites, and failure to apply chemical as required by labels and good practice
21 and company policy and failure to reapply chemicals when disruption of barriers occurred.

23 45. Defendants, by and through their agents, servants, and or employees, intentionally
24 created a scheme and system which has promoted and led to widespread negligence, recklessness
25 and wantonness in the manner of termite prevention services and inspections, annual inspections,
26 re-inspections and certifications thereof.

1 46. Defendants, by and through their agents, servants, and or employees, engaged in a
2 practice of representing that they had developed a system that would “lure” termites to stations
3 containing a poison “bait” that would eliminate termite colonies when they knew that because of
4 the random foraging patterns of subterranean termite colonies that the wood in plastic tubes laced
5 in the ground did not act as a lure or bait for termites. Defendants knew the product did not “bait”
6 termites but instead that termites would have to randomly stumble upon the “traps” to have any
7 effect and that disturbing infested wooden stations could cause termites to abandon the site and
8 falsely advertised and sold prevention and control services as baits without providing bait for
9 termites.
10

11 47. The Defendants followed a practice of including definitions with repair contracts
12 in combination with business practices that would cause the conditions for coverage not to be met
13 which is and was a deceptive and unfair practice. For example, the repair promise was
14 conditioned upon a Terminix employee finding live termites when the practice of the company
15 was to kill live termites before the extent of live termites could be discovered by the property
16 owner and when termites could damage wood during the contract term without being present at
17 the time of inspection.
18

19 48. Defendants, by and through their agents, servants, and or employees,
20 intentionally, recklessly, wantonly and/or negligently suppressed the fact that the entirety of
21 Plaintiff’s house had not received the termite treatment for which Plaintiff had contracted at the
22 beginning of the relationship. Defendants have refused to make proper remedial treatments
23 and/or repairs to the home every day since the original treatment, causing a new breach or tort
24 each day thereafter through a course of active concealment of wrongdoing in the face of a duty of
25 disclosure and, therefore, have lulled the Plaintiff and class members into believing the property
26 received the service promised.
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1 49. Defendants routinely followed a practice of including unfair, illegal, and
2 unconscionable clauses in their consumer contracts such as remedy stripping clauses and
3 arbitration clauses containing class action bans and limitations on remedies. Clauses containing
4 these types of restrictions are unconscionable and unenforceable under California Law, including
5 illustrative examples from Plaintiff's Contract:

6 a. Limiting service to a method that Defendants knew was not necessarily the
7 "necessary service";

8 b. Defining new damage covered in a manner that has no reasonable or fair
9 scientific basis (i.e., the definition of "new" damage throughout);

10 c. Inclusion of "recitals" of "Purchaser Understanding" of characteristics of
11 termite habits and biology and the alleged means of operation and characteristics of the
12 Baiting System which are beyond the reasonable understanding of non-expert consumers;

13 d. Unconscionable arbitration clause which fails the chosen forum's "Due
14 Process Protocol for Consumer Agreements";

15 e. Limitation of liability clauses;

16 f. Shifting attorney fees and all expenses of Terminix to consumers who sue
17 Terminix for anything other than for maintenance of the Baiting System or for the limited
18 property damages specified in the contract even where Terminix is accused of not
19 providing the service it provided;

20 g. Representations that "retreatments" of termite infestations can be
21 accomplished by the Baiting System; and

22 h. Unilateral Right of Cancellation clause buried in a "Change of Law"
23 paragraph (#7 of Terms and Conditions) when the main body says the contract is
24 renewable for life.
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1 46. ServiceMaster uniformly and continuously controlled and directed the
2 aforementioned conduct and omissions of Terminix.

3 50. The foregoing activities, concealment, and patterns and practices, have been
4 known to, authorized, directed and controlled by, ServiceMaster and have been sanctioned,
5 approved and/or condoned, and allowed to continue even after investigating said alleged
6 practices.

7
8 51. Defendants, by and through their agents, servants, and or employees, have held
9 themselves out to Plaintiff, or their predecessor(s) in interest, as being experts in the field of
10 termite infestation treatment and inspection in advertisements and other publications directed at
11 the residents of this state and by virtue of the activities they undertook as licensed Structural Pest
12 Control Operators (“SPCO’s”).

13
14 52. Defendants uniformly represented in standardized printed material and by their
15 actions that Plaintiff’s property had been properly treated and otherwise protected from termite
16 infestation using the highest standards and that services were provided in compliance with law.

17 53. Defendants have preyed upon and exploited the Plaintiff’s lack of expertise, as it
18 relates to proper termite treatment, inspection, re-inspection and re-treatment.

19 54. Defendants actively concealed their practices, schemes and wrongdoing, took steps
20 to make it appear as if there was no wrongdoing, and engaged in other activities by reason of
21 which the tolling of all applicable statutes of limitation is appropriate and required.

22
23 **IV. CLASS ACTION ALLEGATIONS**

24 55. This action is brought by the named Plaintiff as a class action, on her own behalf
25 and on behalf of all others similarly situated (“the Class”), under the provisions of Rule 23 of the
26 Federal Rules of Civil Procedure.

1 56. The Class is comprised of all individuals, proprietorships, partnerships,
2 corporations, and other entities (hereinafter 'persons and entities') that own any home,
3 condominium, apartment complex, commercial building, or other structure, and/or improvements
4 to real property (hereinafter referred to as "structure") located in the State of California who have
5 purchased contracts and/or warranties from Defendants for termite control service or whose
6 contracts with other providers have been purchased or assumed by Defendants, which contain
7 provisions substantially similar to Plaintiff's. Excluded from the Class are all claims by any
8 persons or entities that have already commenced an individual civil action against Defendants
9 related to the subject matter of this litigation. Also excluded from the Class are the following:
10 Defendants; any parent, subsidiary, affiliate, or controlled person of Defendants; the officers,
11 directors, agents, servants or employees of any of the same; persons whose participation as a class
12 representative or member would require recusal of the hearing officer; members of the judiciary
13 assigned to this case and their relatives within the second degree of consanguinity; and, the
14 members of the immediate families of any such person.

15 57. This action has been brought and may properly be maintained as a class action
16 under California law.

17 58. Plaintiff is unable to state precisely the size of the Class, but is informed and
18 believes that members of the Class number at least into the thousands. The Class is sufficiently
19 numerous and dispersed throughout the state that joinder of all its members is impractical.

20 59. There are numerous common questions of law and fact with respect to Defendants
21 and their contracts involving the Class members. Among these questions common to the Class
22 are:

- 23 (a) Whether Defendants provided necessary services for the control,
24 prevention, eradication, and inspection for termites;
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(b) Whether Defendants, with respect to their contract for service, were negligent in the execution of the service that they were to provide and/or failed to provide the services promised or otherwise required;

(c) Whether Defendants collected money without providing the services they were obligated to provide;

(d) Whether Defendants engaged in a pattern and practice of replacing existing service contracts with other service contracts to improperly excuse prior breaches of duties, limit liability, discourage collectively seeking remedies that may be infeasible to seek individually, and with other terms more favorable to Defendants;

(e) Whether Defendants illegally raised and collected annual renewal fees;

(f) Whether Plaintiff and class members are entitled to recover compensatory damages;

(g) Whether Plaintiff and class members are entitled to recover equitable relief;

(h) Whether Plaintiff and class members are entitled to recover punitive damages; and

(i) Whether contracts should be equitably reformed;

60. Class action treatment provides a fair and effectual method for the adjudication of the controversy here described, affecting a large number of persons, the joinder of whom is impracticable. The class action provides an effective method whereby the enforcement of the rights of Plaintiff and members of the Class can be fairly managed without unnecessary expense or duplication.

61. If Class members were to pursue individual litigation, it would be unduly burdensome to the courts within which the individual litigation would proceed. Individual

1 litigation would magnify the delay and expense to all parties in the court system by resolving the
2 controversy engendered by Defendants' course of conduct with respect of its contract. By
3 contrast, the class action device presents far fewer management difficulties and provides the
4 benefits of unitary adjudication, economies of scale, and comprehensive supervision by a single
5 court. Concentrating this litigation in one forum will aid judicial economy and efficiency,
6 promote parity among the claims of the individual Class members and result in judicial
7 consistency. Notice of the pendency and any resolution of this action can be provided to the
8 Class members by publication and direct mailing upon discovery of Defendants' files.
9

10 62. The expense and burden of individual litigation of a case of this magnitude make it
11 impractical for individual Class members to seek redress for the wrongs done to them and
12 therefore requires consolidation of all such claims in one action.
13

14 63. The claims of Plaintiff, as the Class Representative, are typical of the claims of the
15 members of the Class.
16

17 64. Plaintiff will fairly and adequately protect the interests of the Class she represents.
18 The interests of Plaintiff, as the Class Representative, are consistent with those of the members of
19 the Class. In addition, Plaintiff is represented by experienced and able counsel who have
20 represented Plaintiff classes in similar litigation.
21

22 65. Plaintiff and class members envision no unusual difficulty in the management of
23 this action as a Class action.
24

25 66. Plaintiff and the Class had no knowledge of Defendants' wrongdoing alleged
26 herein and could not have discovered the true nature of Defendants' acts at any time prior to the
27 filing of this complaint by exercise of due diligence because of the concealment of the
28 wrongdoing by Defendants. Accordingly, Plaintiff's claims alleged herein are not barred by any
applicable statute of limitations.

COUNT ONE

Breach of Contract and Warranty

67. The preceding paragraphs of this Complaint, and any additional factual averments set forth in any subsequent sections of this Complaint, are deemed to be repeated and incorporated by reference in this Count.

68. Plaintiff and the Class entered into written contracts with Defendants and undertook obligations, paying premiums in full, renewing annually, and fully performed all obligations under the contracts.

69. The conduct herein alleged breaches, and has breached, the provisions of Defendants' contracts with Plaintiff and the Class and Plaintiff's and the Class's predecessor(s) in interest, and the standardized warranties afforded Plaintiff and the Class under their contracts.

70. Plaintiff and class members have incurred damages proximately caused by Defendant's breaches of statutory and contractual duty, breaches of warranty, and misconduct described herein.

COUNT TWO

**Professional Negligence, Wantonness and Recklessness
(including negligent training, supervision and retention)**

71. The preceding paragraphs of this Complaint, and any additional factual averments set forth in any subsequent sections of this Complaint, are deemed to be repeated and incorporated by reference in this Count.

72. Defendants owed Plaintiff and the class a duty of care and professionalism in the rendition of pest control and termite inspection services, and in training and supervising their employees to perform those services in full compliance with the laws of the State of California. Specifically California Business and Professional Code section 8516 and sections 8560 et. seq. (2003) and California Code of Regulations section 1937 and sections 1990 et. seq. (2007).

1 73. Defendants' duties arise out of California law regulating Structural Pest Control
2 Operators licensing and operations. Specifically, California Business and Professional Code
3 section 8516 and sections 8560 et. seq. (2003) and California Code of Regulations section 1937
4 and sections 1990 et. seq. (2007). These duties are separate from and in addition to any duties
5 that arose out of the terms of the contract.
6

7 74. California Business and Professional Code section 8516 and sections 8560 et. seq.
8 (2003) and California Code of Regulations section 1937 and sections 1990 et. seq. (2007) provide
9 certain training requirements that must be met before individual, companies and / or branch
10 offices can provide structural pest control services in the State of California.
11

12 75. Defendants have held themselves out as certified experts in the field of structural
13 pest control under California laws and regulations and as such had duties of the profession to use
14 such skill, prudence, and diligence as other members of their profession commonly possess and
15 exercise.
16

17 76. Defendants' duties owed to Plaintiff and the Class in putting forth loyal, honest,
18 and fair dealing employees who act in compliance with State law arise from the special or
19 confidential relationship between the parties, California statutes and regulations governing the
20 termite industry, and Defendants' superior knowledge of the termite industry, their practices, and
21 Defendants and their practices.
22

23 77. Defendants breached their duties by failing to conduct adequate training of their
24 employees prior to providing them with access to the public and authorizing them to conduct
25 termite investigations and use and/or apply chemicals, devices or systems to prevent infestation
26 upon whom Defendants and their employees knew Plaintiff would reasonably rely in deciding to
27 protect their homes.
28

1 78. Defendants breached their duty by failing to provide adequate supervision of their
2 employees, of their dealings with the public.

3 79. Defendants breached their duty by negligently retaining employees known to have
4 acted or refused to act as specified above or who were known to have violated Defendant's stated
5 company policies and procedures regarding treatments and inspections and who were not licensed
6 or should not have been licensed to perform these service.

7
8 80. Defendant's negligent retention of employees known to have engaged in the
9 misconduct described herein acted as ratification of such misconduct.

10 81. Defendants failed to train employees adequately in order to cause many of them to
11 fail to understand that services would be provided negligently, wantonly, or recklessly and
12 contrary to a reasonably prudent standard of care in performance of termite protection services to
13 its customers, in violation of Defendants' common law duty to exercise reasonably prudent care
14 under the circumstances, California Regulations governing the termite industry, and California
15 statutes proscribing improper conduct in Defendants' professional business practices.

16
17 82. Defendants knew, or should have known, of the wrongful practices engaged in by
18 their employees, and knew or should have known that their own training, supervision and
19 retention practices were inadequate to fulfill their obligation to protect the public from
20 unscrupulous, dishonest, and deceptive practices by their agents and employees.

21
22 83. Plaintiff and class members have incurred damages proximately caused by
23 Defendant's negligence in training, supervising, and retaining their employees, breaches of
24 statutory and contractual duty, and misconduct described herein.

COUNT THREE

**California UCL
(Business and Professions Code § 17500 *et seq.*)**

84. The preceding paragraphs of this Complaint, and any additional factual averments set forth in any subsequent sections of this Complaint, are deemed to be repeated and incorporated by reference in this Count.

85. Plaintiff asserts this cause of action for violations of Business and Professions Code § 17500.

86. Advertisements and inducements were made within the State of California and County of Alameda and come within the definition of advertisements as contained in Business and Professions Code § 17500 in that such promotional materials are an inducement to the public to purchase the services described herein, and are statements disseminated by Defendants to the general public. Defendants have illegally retained payments for services or goods they did not supply.

87. In furtherance of said plan and scheme, Defendants have prepared and distributed within the State of California false promotional materials soliciting clients to purchase termite service contracts that they had no intention of performing as they represented and implied they would do. The above acts of Defendants, in disseminating said statements throughout the State of California and to the general public thereof, were and are untrue or misleading, and therefore were and are likely to deceive the general public of the State of California by obfuscating the nature of termite protection and what service is actually required to protect consumers' property from termites, all in violation of California Business and Professions Code § 17500.

1 93. The preceding paragraphs of this Complaint, and any additional factual averments
2 set forth in any subsequent sections of this Complaint, are deemed to be repeated and incorporat-
3 ed by reference in this Count.

4
5 94. In or around July of 1999, Defendants sold to Plaintiff a termite control plan called
6 “Sentricon Subterranean Termite Protection Plan.”

7 95. The termite control plan was bought by Plaintiff primarily for personal, family, or
8 household purposes.

9
10 96. At the time of the sale, Defendants represented to Plaintiff, in a writing entitled
11 “Sentricon Subterranean Termite Protection Plan,” that the termite service contract would kill
12 termites that attempted to infest Plaintiff’s dwelling and that the regularly scheduled maintenance
13 was necessary to maintain this protection. In fact the termite control plan was substantially
14 defective in that the protection offered did not kill termites and the regular maintenance offered
15 no additional protection.

16
17 97. Plaintiff is informed and believes and thereon alleges that the above-mentioned
18 misrepresentation was intended by Defendants to result in the above-mentioned sale of the termite
19 service contract to Plaintiff, and Plaintiff alleges that the above-mentioned purchase of the termite
20 control plan was made in reliance on, and as a result of, the representation of Defendants that
21 such termite control plan was free from any substantial defects.

22
23 98. Plaintiff is informed and believes and thereon alleges that the above-mentioned
24 misrepresentation was a willful and intentional violation of the provisions of Civil Code Section
25 1770(a)(7) and that such violation was not the result of a bona fide error notwithstanding the use
26 of reasonable procedures adopted to avoid any such error.

27
28 99. On or about August 3, 2007, Plaintiff sent to Defendant a written Notice and

1 Demand, by certified mail, return receipt requested, to Defendant's business address set forth in
2 the "Sentricon Subterranean Termite Protection Plan" which Notice and Demand notified
3 Defendant of the above-mentioned violation of Civil Code Section 1770(a)(7) that resulted in the
4 sale of the termite control plan to Plaintiff and demanded that Defendant correct, repair, replace,
5 or otherwise rectify the termite control plan purchased by Plaintiff and sold in violation of this
6 section.
7

8 100. Within 30 days of the Defendants' receipt of the Notice and Demand, Defendants
9 failed to correct, repair, replace, or otherwise rectify, and failed to agree to correct, repair,
10 replace, or otherwise rectify within a reasonable time, the above-mentioned termite control plan.
11

12 101. By reason of the above-mentioned violation of Civil Code Section 1770(a)(7),
13 Plaintiff has been injured in that Plaintiff was obliged to and did pay Defendants for a plan that
14 was promised to provide a benefit that it, in fact, failed to provide.
15

16 **PRAYER FOR RELIEF**

17 WHEREFORE, the foregoing averments considered, Plaintiff demands judgment for
18 herself as follows:

- 19 (A) Compensatory damages against Defendants according to proof.
20 (B) Incidental, consequential and punitive damages against Defendants according to
21 proof.
22 (C) Equitable relief against Defendants in accordance with proof.
23 (D) An order that Defendants compensate Plaintiff for all reasonable fees and costs
24 incurred in this litigation, including but not limited to the cost of retaining any expert and all
25 discovery and deposition costs and expenses, and other costs of this litigation, as costs of this
26 action, and awarding Plaintiff their reasonable attorneys' fees and expenses of this action; and
27
28

1 (E) Granting such other and further relief, including, without limitation, injunctive
2 relief, declaratory relief, specific performance relief and other forms of equitable relief, as may be
3 just, premises considered.
4

5 Dated: April 28, 2008

/s/ H. Tim Hoffman

6 H. Tim Hoffman
7 Arthur W. Lazear
8 Morgan M. Mack
9 Hoffman & Lazear
10 A California Law firm

11 Christian H. Hartley
12 Daniel M. Bradley
13 Richardson, Patrick, Westbrook & Brickman, LLC
14 174 E. Bay Street
15 Charleston, SC 29401
16 Telephone: (843) 727-6564
17 Facsimile: (843) 727-3103

18 Thomas F. Campbell,
19 CAMPBELL LAW
20 A PROFESSIONAL ASSOCIATION
21 100 Concourse Parkway
22 Suite 115
23 Birmingham, AL 35244
24 Telephone: (205) 278-6650
25 Facsimile: (205) 278-6654
26
27
28

EXHIBITS

PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT

1

DOWN PAYMENT	
Amount	Sequence Number
RECEIVED AT COMPLETION	
Amount	Disposit Number
Account Number	

TERMINIX

THE TERMINIX INTERNATIONAL COMPANY L.P.

SENTRICON*

SUBTERRANEAN TERMITE PROTECTION PLAN

(FOR SINGLE FAMILY RESIDENCES ONLY)

NOTE TO CUSTOMER

This Agreement is contingent on the approval of the Terminix Branch Manager.

PURCHASER	TELEPHONE
MAIL ADDRESS	
CITY	STATE
DESCRIPTION OF PROPERTY	ZIP CODE
PROPERTY ADDRESS	
CITY	STATE
	ZIP CODE

Effective with the date of initial installation and for one year thereafter, for the sum of \$1,000, Terminix will provide the necessary services to the described property (hereinafter, whether one or more, called the "Structures") to control or protect against subterranean (ground) termites (*Reticulitermes spp.*, *Heterotermes spp.*). This plan does not control or protect against formosan termites (*Cryptotermes spp.*), aerial (above ground) infestation of any kind, drywood termites (*Kalotermites spp.*, *Incisitermes spp.*, *Cryptotermes spp.*) or other wood destroying organisms such as carpenter ants, powder-post beetles, wood decay fungi, etc.

1. SERVICE COMMITMENT

During the term of this Agreement, Terminix will:

- Install the Sentricon® Colony Elimination System in the soil around the perimeter of the Structures.
- Monitor the System.
- Add Recruit® termite bait to, and remove it from, the Sentricon® System as appropriate.

Colony elimination or control is anticipated to occur within 6 to 24 months from commencement of the program, depending on geographical location, weather and/or other factors. During this period before colony elimination or control is achieved, new damage from subterranean termite infestation may occur.

State regulations may require that specific treatment standards to be performed for conventional termite treatments. These standards will not be performed due to the fact that the Sentricon® System is a new and conceptually different type of termite treatment. The Sentricon® System is registered for use in this state.

2. CONTINUING PROTECTION

Terminix will extend service annually to the Purchaser for so long as Purchaser may own the property for \$225 per year payable on or before the end of the previous annual period. After the third annual period and each annual period thereafter, Terminix reserves the right to revise the annual extension charge.

3. SERVICE COMMITMENT

During the term of this Plan, any further Sentricon® System treatment found necessary by Terminix will be performed free of charge provided, however, if a fumigation or spot termiteicide treatment is deemed by Terminix to be necessary to control an aerial (above ground) infestation, Purchaser shall first agree to make access to such aerial infestation and to pay the additional charge involved. Terminix will inspect the Structures at any time upon the request of Purchaser or if Terminix believes it necessary.

4. DAMAGE REPAIR COMMITMENT

This Plan provides protection against new subterranean termite damage to the structure and contents effective only upon written notification by Terminix that colony elimination or control has been achieved in the use of the Sentricon® System or when a conventional termiteicide treatment has been completed, such effective date hereinafter called the "Repair Effective Date". If new damage occurs after the Repair Effective Date, Terminix will, upon notification and inspection, arrange for the necessary repairs or replacement by a contractor of its choice and pay the entire cost of labor and materials. New damage is defined as damage done by subterranean termites subsequent to such written notification or conventional termiteicide treatment; the definition excludes damage existing on or before the Repair Effective Date. Unless live termites are found in the damaged area, the damage discovered is old damage and is not covered under this Plan.

Purchaser understands that Terminix will not be responsible for repairs from new subterranean termite damage until the Repair Effective Date. During the interval between installation of the Sentricon® System and colony elimination or control, termite feeding within the Structures and possibly structural damage, should be expected to occur.

5. PURCHASER UNDERSTANDING OF PERFORMANCE OF THE SENTRYCON® SYSTEM

Purchaser understands:

- The Sentricon® System involves installation, an initial period of monitoring, colony elimination or control with Recruit® termite bait, and subsequent monitoring for continuous protection from new termite activity.
- Intervals of from two to several months should be expected between:
 - a) installation of the Sentricon® System and sufficient termite activity to allow addition of Recruit termite bait; and
 - b) addition of Recruit termite bait and complete elimination or control of the termite colony.

Therefore, total time from initial installation to colony elimination or control is expected to be from 6 to 24 months, depending upon geographical location, weather and/or other factors.

- Additional services such as spot applications of conventional termiteicides are available for an additional fee to combat termite activity on a localized basis if desired but are not necessarily needed for termite colony elimination.
- The active ingredient in the Sentricon® System is an insect growth regulator (hexaflumuron) which prevents immature termites from molting (critical to colony survival). The regulator is contained in a Baitube device which will be inserted in the Sentricon® System only when sufficient termite activity has been observed in the monitoring device and only for as long as is needed to eliminate or control a termite colony.
- Terminix will place the Baitube devices in selected Stations in which termites are feeding.

In some circumstances the Sentricon® System may not eliminate or control the termite colony. If after 24 months from commencement of the Sentricon® System, termite colony elimination or control has not been achieved, Terminix may in its sole discretion propose treatment using conventional methods at no additional charge. In that case Purchaser may elect to continue with the Sentricon® System (on the same terms and conditions) or the conventional treatment. If Purchaser chooses not to continue with the Sentricon® System, this Agreement will terminate without further obligation of Terminix. If treatment using conventional methods of treatment is offered by Terminix and elected by Purchaser, then Purchaser must first execute a new written agreement in the form then in use by Terminix. Due to the nature of construction, the extent of existing termite damage, the degree of termite activity, application restrictions and/or Terminix guidelines, such new agreement may not provide any damage repair commitment.

6. MISCELLANEOUS

In the event of additions or alterations to the Structures, Purchaser must give prior written notice and arrange with Terminix for additional service at the expense of Purchaser. Such additions or alterations may also require an adjustment to the annual extension charge.

Upon transfer of ownership of the Structures, this Plan may be continued upon the terms and conditions on the reverse side.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state required documents for the termiteicide(s) which will be used to treat the above-named property.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED _____, ARE PART OF THIS PLAN.

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

PURCHASER	DATE
TERMINIX REPRESENTATIVE	DATE
TERMINIX ADDRESS	TELEPHONE
CITY	STATE
	ZIP CODE

*Trademark of DowElanco

Key # 33018 REV. 8/97 R/P 7/07

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CUSTOMER COPY



TERMS AND CONDITIONS

1. EXISTING DAMAGE. Terminix is not responsible for the repair of either visible damage or hidden damage existing as of the date of this Agreement or occurring prior to the Repair Effective Date. Damage discovered after the Repair Effective Date with no verified live and active infestation present shall be deemed to have been caused before that date. Because damage may be present in areas which are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the inspection graph represents all of the existing damage as of the date of this Agreement.

2. FUTURE DAMAGE, LIMITATION OF LIABILITY. Terminix has not treated the Structures with termiticide, has not treated the soil of the Structures with termiticide, is not required to treat the property and is only obligated to provide further Sentricon® System treatment if deemed necessary by Terminix. In consideration of the sums charged by Terminix hereunder and as a liquidated damage and not as a penalty, and NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX SHALL NOT HAVE PROPERLY PERFORMED ITS DUTIES TO PURCHASER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE FURTHER SENTRICON® SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE AND TO ARRANGE FOR THE NECESSARY REPAIRS OR REPLACEMENT BY A CONTRACTOR OF ITS CHOICE AND PAY THE ENTIRE COST OF LABOR AND MATERIALS FOR NEW SUBTERRANEAN TERMITE DAMAGE OCCURRING AFTER THE "REPAIR EFFECTIVE DATE" TO THE EXTENT PROVIDED HEREIN. PURCHASER EXPRESSLY RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO, ANY OTHER OBLIGATION TO PURCHASER WHATSOEVER. Terminix is not responsible for any repair or replacement of damage to the Structures unless arranged for by Terminix or authorized to be performed in its entirety in writing by an officer of Terminix and any other unauthorized repair and/or replacement will terminate the liability of Terminix for the repair of any such damage to the Structures automatically without further notice. THIS PLAN DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.

3. WATER LEAKAGE. Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.

4. ADDITIONS, ALTERATIONS. This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Sentricon® Colony Elimination System. In the event the premises are structurally modified, altered or otherwise changed or if soil is removed or added around the foundation, or if Sentricon® Stations are disturbed, Purchaser will notify Terminix prior to such event and will purchase the additional treatment required by the changes incurred. Failure to do so will terminate this Agreement automatically without further notice. In the event of any such change, Terminix reserves the right to adjust the annual extension charge. The failure of Terminix to notice any such changes during future inspections or treatments does not release Purchaser from the obligations set forth in this paragraph.

5. NOTICE OF CLAIMS, ACCESS TO PROPERTY. Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. The only obligation of Terminix to Purchaser arising out of or relating to this Agreement is to re-treat with the Sentricon® System and to arrange for the necessary repairs or replacement by a contractor of its choice and pay the entire cost of labor and materials for new subterranean termite damage occurring after the "Repair Effective Date" to the extent provided herein and then only if a valid claim is made during the term of this Agreement. In the event of any claim by Purchaser for anything other than for Terminix to re-treat the Structures with the Sentricon® System and/or to pay the entire cost of labor and materials for new subterranean termite damage occurring after the "Repair Effective Date" to the extent provided herein, Purchaser shall pay all of the costs and expenses of Terminix, including but not limited to, attorneys' fees, relating to or arising out of such claim. Purchaser must allow Terminix access to the Structures for any purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Plan without further notice.

6. DISCLAIMER.

A. The liability of Terminix under this Agreement will be terminated if Terminix is prevented from fulfilling its responsibilities under the terms of this Agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Terminix.

B. This Agreement provides for treatment and retreatment (using the Sentricon® System) for subterranean (ground) termites (*Reticulitermes spp.*, *Heterotermes spp.*) only. This agreement does not provide any treatment or retreatment for formosan termites (*Cryptotermes spp.*), drywood termites (*Kalotermitidae spp.*, *Incisitermes spp.*, *Cryptotermes spp.*), carpenter ants or beetles or any other wood destroying organisms.

C. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for:

- (1) any and all damage resulting from termites and/or any other wood destroying organisms except as specifically provided herein;
- (2) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage;
- (3) masonry failure or grade alterations;
- (4) inherent structural problems, including but not limited to wood to ground contacts;
- (5) termites entering any rigid foam, wooden or cellulose containing component in contact with the earth and the Structures, regardless of whether the component is a part of the Structures;
- (6) the failure of Purchaser upon notice from Terminix to promptly cure at Purchaser's expense any condition which prevents proper treatment or inspection or is conducive to termite infestation.

TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR LOSS OF QUIET ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX TO PROVIDE FURTHER SENTRICON® SYSTEM TREATMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE AND TO ARRANGE FOR THE NECESSARY REPAIRS OR REPLACEMENT BY A CONTRACTOR OF ITS CHOICE AND PAY THE ENTIRE COST OF LABOR AND MATERIALS FOR NEW SUBTERRANEAN TERMITE DAMAGE OCCURRING AFTER THE REPAIR EFFECTIVE DATE TO THE EXTENT PROVIDED HEREIN AND AS SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. CHANGE IN LAW. Terminix performs its services in accordance with the requirements of federal, state and local law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the annual extension charge or terminate this Agreement.

8. NON-PAYMENT, DEFAULT. In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement and reasonable attorneys' fees and costs of collection shall be paid by Purchaser, whether suit is filed or not. In addition interest at the highest legal rate allowed will be assessed to and paid by Purchaser for the period of delinquency.

9. ENTIRE AGREEMENT. This Termite Service Plan, together with these Terms and Conditions and the Inspection Graph, constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties.

10. ARBITRATION. The Purchaser and Terminix agree that all matters in dispute between them, including but not limited to any controversy or claim between them arising out of or relating to this Agreement, to any wood destroying insect report with respect to the Structures or otherwise to the Structures in any way, whether by virtue of contract, tort or otherwise, shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association. The arbitrator(s) shall be bound by rules of substantive law and shall not be bound by the rules of evidence, whether or not set out by statute, except for provisions relating to privileged communications. The arbitrator shall give effect to any and all waivers, releases, disclaimers, limitations and other terms and conditions of this Agreement. Therefore, the award shall not, and the arbitrator shall not have the power or authority to, hold Terminix responsible for (i) the repair or replacement of any termite damage to the Structures other than to arrange for the necessary repairs or replacement by a contractor of its choice and pay the entire cost of labor and materials for new subterranean termite damage occurring after the "Repair Effective Date" to the extent provided herein (ii) loss of anticipated rents and/or profits or loss of quiet enjoyment, (iii) direct, indirect, special, incidental, consequential, exemplary or punitive damages or (iv) attorney fees. Each party shall be responsible for paying any attorneys' fees, expert witness fees and other expenses it incurs on its behalf in connection with the arbitration, plus one half the arbitrator's fee and one half of any expenses incurred by the arbitrator, and the award shall assess the arbitrator's fees and expenses accordingly. Any award of damages pursuant to such arbitration shall be included in a written decision which shall state the reasons upon which the award was based, including all the elements involved in the calculation of any award of damages. The decision of the arbitrator shall be a final and binding resolution of the disagreement which may be entered as a judgment by any court of competent jurisdiction. Each party consents to the personal jurisdiction and venue of the courts in which the Structures are located and the courts of the State of Tennessee and of the U.S. District Court for the Western District of Tennessee. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration provision or of the arbitrator's decision and a party violating this provision shall pay the other party's costs, including but not limited to, attorneys' fees, with respect to such suit and the arbitration award shall so provide.

11. LIMITED ASSIGNABILITY. This Agreement is assignable by Purchaser to a new owner of the property for a period of one year from the effective date of this Agreement and, thereafter, upon the written request of the Purchaser, and only in the sole discretion of Terminix after its inspection of the property which consent, if given, shall be in writing signed by Terminix and accepted in writing by Purchaser. In addition, Terminix reserves the right to revise the annual extension fee upon any such assignment and to require execution by the new owner of an agreement in the form then in use by Terminix. In the event the new owner fails to pay the revised annual fee or execute such agreement, this Agreement will terminate automatically effective as of the date of the change of ownership.

12. OWNERSHIP OF SENTRICON® SYSTEM COMPONENTS. The Purchaser understands that all of the components of the Sentricon® System ("Components") are and will remain the property of DowElanco, the manufacturer. The Purchaser has no ownership rights to any of the Components, other than the right to their use as installed by Terminix under this Plan on the Structures. Upon the expiration or termination of the Plan, Terminix or its authorized representatives are authorized by Purchaser to retrieve from Purchaser's premises the System Stations and other Components contained therein for appropriate disposition. If Terminix, for whatever reason, ceases to use the Sentricon® System, Terminix will:

- a) so notify Purchaser;
- b) offer Purchaser the alternative of either using a different system of termite protection or control or discontinuing this Plan, and

PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT

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PAGE 04/33

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PAGE 03/32

**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS**

IN THE MATTER OF:

THE TERMINIX INTERNATIONAL
COMPANY LIMITED PARTNERSHIP

CASE NO. 95-410099

Respondent.

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act and Chapter 482, Florida Statutes (Florida's Structural Pest Control Act), the OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, hereinafter referred to as the Attorney General and Florida's DEPARTMENT OF AGRICULTURE, BUREAU OF ENTOMOLOGY and PEST CONTROL, hereinafter referred to as the Department of Agriculture, caused an inquiry to be made into certain service practices of The Terminix International Company Limited Partnership, a Delaware Limited Partnership, registered to do business in Florida, having regional offices in Tampa, Hillsborough County and Fort Lauderdale, Broward County, Florida, hereinafter referred to as Terminix.

IT APPEARS that Terminix is willing to enter into this Assurance of Voluntary Compliance, hereinafter Assurance without any admission that Terminix has violated the law and for the purpose of settlement in this matter only, and the Attorney General, by and through its undersigned Assistant Attorney General being in agreement, does in this matter accept this

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PAGE 05/33

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PAGE 04/32

Assurance in termination of this investigation pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the Attorney General by said statute.

1. As used herein, "Terminix" includes its agents, employees, representatives, or any other persons who act under, by, through, or on its behalf (excluding any independent Terminix franchise).

2. As used herein, the term "Investigation" as used in this Assurance shall mean an investigation by the Office of the Attorney General, Department of Legal Affairs, File No. 95-410099, which was opened and assigned. The investigation is limited to all matters directly relating to Terminix's subterranean termite protection and service treatment to consumers in the State of Florida for a period of time commencing four years prior to the date of this Assurance and ending with the date of Assurance (hereinafter referred to as the "Matters Investigated").

Particular attention in the investigation was focused upon the following Terminix locations:

1637 East New York Avenue, Deland, FL 32724;

5151 Sunbeam Road, Suite 20, Jacksonville, FL 32256;

1684 North County, Route 427, Longwood, FL 32750;

505 N.W. 103rd Street, Miami, FL 33150;

5721 N.W. 158th Street, Miami, FL 33014;

7165 S.W. 44th Street, Miami, FL 33155;

1515 West Vassar Street, Orlando, FL 32804;

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PAGE 05/33
PAGE 05/32

1539 N.W. 65th Street, Plantation, FL 33313; and
1728 S.W. Biltmore Street, Port St. Lucie, FL 34984.

3. The term "Parties" as used in this Assurance shall collectively refer to Terminix, the Attorney General, and the Department of Agriculture.

4. The term "Consumers" or "Consumers' premises" as used in this Assurance shall mean those persons who contracted for and received initial treatment of their premises for protection against the infestation of subterranean termites (excluding Formosan termites) during the period and from the Terminix locations whose addresses are stated in Paragraph 1, and whose contracts did not specifically state that their treatment was limited to spot or booster treatment or a pretreatment, rather than complete protection.

5. The terms "Termite Protection Plan" and "Termite Service Plan" as used in this Agreement shall mean the Termite Protection Plan and Termite Service Plan offered to certain Consumers by Terminix in conjunction with subterranean termite protection treatments (copies of the Termite Protection Plan and Termite Service Plan are attached hereto as Exhibits "A" and "B").

6. It is expressly understood and agreed between the Parties that this Agreement, and the payments, obligations and releases provided hereunder, are not and shall not be interpreted to constitute an admission of liability or acknowledgment of the validity of any of the claims which were or which could have been asserted by the Attorney General arising out of the Matters Investigated which alleged liability or validity is hereby expressly denied by Terminix.

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PAGE 07/33

12/21/2007 15:57 4073153584

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PAGE 06/32

7. Terminix agrees to continue to implement procedures and to improve procedures designed to effectively train its service personnel as to the treating and protecting of premises against the infestation of subterranean termites by establishing continuous termiticide chemical barriers around the perimeters of such premises. Terminix agrees to provide such information to all of its current and future employees.

8. Terminix agrees to undertake and complete the following for Consumers, who contracted for and received initial subterranean termite protection treatment and who are subterranean termite control customers of Terminix as of the date of the execution of this Assurance:

a. Provide to the Department of Agriculture the names, addresses and telephone numbers of all Consumers who qualify pursuant to this section.

b. Upon consent of the Consumer, perform an inspection upon each of the Consumer's premises to assure that Terminix provided treatment establishing physical evidence of a chemical termiticide barrier covering the complete perimeter of such premises and to inspect for evidence of subterranean termites (not including Formosan termite) infestation. For the purposes of this Agreement, a failure to establish physical evidence of a chemical termiticide barrier covering a premise's complete perimeter will be deemed to be limited to the following:

- 1) failure to treat an entire side of the perimeter of the premises; or
- 2) drill holes that do not penetrate to the soil of the premises, unless another or substitute adjoining drill hole was drilled in close proximity to the non-penetrating

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12/27/2007 10:28 2292197217

PAGE 08/33

12/21/2007 15:57 4873163584

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PAGE 07/32

drill hole.

Failure to establish physical evidence of a chemical termiticide barrier covering the complete perimeter of the premises shall not be deemed to include any such failure resulting from (i) the failure of a Consumer to notify Terminix in advance of structural modifications or alterations to the premises or of soil removal or addition around the foundation and to purchase the additional treatment required by any such change, (ii) treatment of the soil without drilling where appropriate and accompanied by supporting documentation, or (iii) pursuant to the written approval of the Consumer.

c. Provide each Consumer whose premises is determined not to have received treatment by Terminix resulting in establishing physical evidence of a chemical termiticide barrier covering the complete perimeter of their premises, as defined in Paragraph 8(b), with the following options at the sole discretion of each qualified Consumer:

1) a complete retreatment of the area described in Paragraph 8(b)(1) or 8(b)(2), one year of Terminix's Termite Protection Plan or Termite Service Plan coverage (as provided by contract between Terminix and the Consumer) at no additional charge, plus arrange for the necessary repairs or replacement, caused as a result of the failure to treat described in Paragraph 8(b)(1) or 8(b)(2), by a licensed contractor selected by the Consumer (but at a cost not to exceed the estimate from a licensed contractor selected by Terminix), of structural damages caused by currently active subterranean termites (not including Formosan termites), if any, and

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PAGE 09/33

12/21/2007 15:57 4073163584

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PAGE 09/32

not as a result of water leakage; or

2) a full refund of the purchase price paid to Terminix and cancellation of the contract; plus arrange for the necessary repairs or replacement caused as a result of the failure to treat described in Paragraph 8(b)(1) or 8(b)(2), by a contractor selected by the Consumer (but at a cost not to exceed the estimate from a licensed contractor selected by Terminix), of structural damages caused by currently active subterranean termites, if any, (not including Formosan termites), and not as a result of water leakage.

A Consumer shall have 30 days from receipt of Terminix's written offer to accept one of the options specified in this Paragraph 8(c). A form provided with the offer shall contain a full release of all claims which could be made against Terminix under this Assurance. To accept the offer, the Consumer must return the completed acceptance form and the executed release form to Terminix by hand delivery or by U.S. mail, postmarked not later than midnight of the last day of the acceptance period. If the Consumer does not accept the offer, the Consumer may request arbitration under the terms of Paragraph 8(d). A request for arbitration must be made in writing to the Attorney General within the 30 day period for acceptance of the offer. If the Consumer fails to accept the offer or to request arbitration within the foregoing time period, Terminix's offer is considered withdrawn and void and the Consumer will be deemed to have elected not to participate in resolving any dispute the Consumer has with Terminix under this Assurance. If the Consumer requests arbitration, the decision of the arbitrator shall be the Consumer's sole and exclusive remedy pursuant to this Assurance. The arbitration shall be final and binding on the

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12/27/2007 10:28 2292197217

PAGE 10/33

12/21/2007 15:57 4873163584

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PAGE 09/32

Consumer and Terminix. Nothing herein shall be construed to limit or effect the rights or obligations between Consumers and Terminix other than those specifically addressed by the terms of this Assurance.

d. Agree to arbitrate disputes with each affected Consumer covered by Paragraph 8(b) by an independent arbitrator(s) appointed by the Attorney General. All fees and expenses of the arbitrator(s) with respect to the arbitration shall be paid by Terminix, not to exceed \$150.00 per arbitration. The Attorney General and Terminix mutually agree to schedule such arbitrations as conveniently as possible to promote efficiency of the arbitration pursuant to this Assurance and reduce the expenses of such arbitrations.

e. Report the results of each reinspection, retreatments and the amounts of repairs, retreatments, or refunds, and the names, addresses and telephone numbers of each of the Consumers affected, to the Department of Agriculture within 60 days of each inspection, date of repairs or refunds, as the case may be.

9. Upon execution of this Agreement by all Parties, Terminix agrees to pay the amount of \$200,000.00 (Two hundred thousand dollars) in full payment of attorney's fees, costs, and investigative expenses incurred by the Attorney General and the Department of Agriculture. Such payment shall be made as follows: \$50,000.00 (Fifty thousand dollars) payable to The State of Florida, Office of the Attorney General, Legal Affairs Trust Fund, and \$150,000.00 (One hundred and fifty thousand dollars) payable to The State of Florida, Department of Agriculture, and shall be sent by certified mail to Lester Garringer, Jr., Assistant Deputy Attorney General,

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12/27/2007 10:28 2292197217

PAGE 11/33

12/21/2007 15:57 4873163584

FL AG AT

PAGE 10/32

Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050.

10. Within thirty days of the submission of an invoice and reasonable detail to Terminix, Terminix agrees to pay the following costs necessary to administer this settlement:

- a) establishment of a toll-free hotline to Terminix; and
- b) reimbursement to the Department of Agriculture for the costs of

maintaining, during the pendency of the reinspections specified in Paragraph 11, of four (4) independent contractor inspectors knowledgeable in the field of subterranean termite prevention and control to be selected, trained and supervised by the Department of Agriculture, for the purpose of performing random reinspections of 10% of the inspections performed by Terminix pursuant to this Agreement.

11. Reinspections by the independent contractor inspectors, as specified in Paragraph 10, will be performed upon premises previously inspected by Terminix and determined by Terminix to have an established physical evidence of a continuous chemical termiticide barrier as defined in Paragraph 8(b). Terminix will be liable for the following in the event that the subsequent reinspection discloses that Terminix has not provided treatment establishing physical evidence of a continuous chemical termiticide barrier as defined in Paragraph 8(b):

- 1) the options pursuant to Paragraph 8(b) will be available to such Consumers; and
- 2) except in those instances where the only discrepancy found by the reinspections are a minority of non-penetrating drill holes or non-penetrating drill holes with

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12/27/2007 10:28 2292197217

PAGE 12/33

12/21/2007 15:57 4073163584

FL AG AT

PAGE 11/32

another or substitute drill hole drilled in close proximity to the non-penetrating drill hole,

Terminix will pay civil penalties of \$10,000.00 per violation pursuant to Section 501.2075, Florida Statutes, not to exceed \$10,000.00 in the aggregate with respect to treatments performed by any one Terminix technician.

Terminix shall have the opportunity but not the obligation to observe the reinspections described in this paragraph, and the Department of Agriculture shall give Terminix five business days advance notice of the time, geographical area and meeting place (but not the specific address) of the inspection. The independent contractor inspectors shall provide a written report to the Consumer, the Department of Agriculture and to Terminix within thirty days after conducting an inspection. The report shall document the inspector's observations and conclusions as to whether there is an established physical evidence of a continuous chemical termiticide barrier as defined in Paragraph 8(b) and, in addition to the written report, an oral report to the Department of Agriculture and to Terminix within 5 days of any inspection where the inspector's conclusion is that there is no established barrier. Terminix shall have the right to review and contest any such finding and, in the event no agreement is reached, the Department of Agriculture will conduct a further reinspection of the premises, which may be attended by a Terminix representative (and the Department of Agriculture shall give Terminix five business days advance notice of the time and address of the inspection), upon which the findings of the Chief of the Bureau of Entomology & Pest Control, Department of Agriculture, will be deemed to be final.

12. Terminix shall be responsible for making the substantive terms and conditions of

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PAGE 13/33

12/21/2007 15:57 4073153584

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PAGE 12/32

this Assurance known to the current officers, directors, partners, employees, agents, representatives, licensees, franchisees, successors and assigns, or any other persons engaged in Terminix's business, projects and activities in Florida.

13. Terminix shall not effect any change in the form of doing business or their organizational identity as a method of avoiding the terms and conditions of this Assurance.

14. The Parties agree that the payments made and obligations performed pursuant to this Assurance constitute a complete resolution and settlement of all issues and matters relating to or the subject of the Matters Investigated. Upon execution of this Assurance, performance of the obligations set forth herein, and payment of the sums provided for, this investigation as defined in Paragraph 1 shall be concluded. It is agreed that the Office of the Attorney General will not re-open the Investigation and will not institute, commence or conduct a further investigation of Terminix, nor take any other action with respect to the Matters Investigated, except for the non-compliance by Terminix with Paragraphs 1-12.

15. The Parties agree that this Assurance shall become effective upon its execution by the parties. The receipt or deposit by the Office of the Attorney General of any monies pursuant to this Assurance does not constitute acceptance by the Attorney General, and any monies received shall be returned if this Assurance is not executed by the Attorney General or his Deputy or by the Department of Agriculture or its General Counsel.

16. The Parties agree that Terminix and its representatives, agents, employees or any other person who acts under, by, through, or on behalf of Terminix, directly or indirectly, or

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PAGE 14/33

12/21/2007 15:57 4073163584

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PAGE 13/32

through any corporate or other device, shall not represent or imply that any activity hereinafter used or engaged in by Terminix has been approved, in whole or in part, by the Attorney General or the Department of Agriculture.

17. This Assurance shall be binding upon and inure to the benefits of the Parties, and Consumers as defined herein, and to their respective successors and assigns.

18. This Assurance constitutes the entire agreement between the Parties with regard to the subject matter contained herein and all prior negotiations and understandings between the Parties shall be deemed merged into this Assurance.

19. No representations, warranties, or inducements have been made to the Parties concerning this Assurance other than those representations, warranties and covenants contained in this Assurance.

20. No waiver, modification or amendment to the terms of this Assurance shall be valid or binding unless made in writing, signed by the Party to be charged and then only to the extent set forth in such written waiver, modification or amendment.

21. Any failure by any Party to the Assurance to insist upon the strict performance by any other Party of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions of this Assurance, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Assurance.

22. This Assurance shall be governed by, and construed and enforced in accordance

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PAGE 15/33

12/21/2007 15:57 4073163584

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PAGE 14/32

with the laws of the State of Florida, without regard to its conflict of laws principles.

23. By entering into this Assurance, Terminix does not agree or concede that the claims or allegations which have or could have been asserted by the Parties have merit. Terminix emphatically, specifically and categorically denies any violations of federal, state, county or local laws or regulations and further denies any liability for any alleged violations of the foregoing.

24. This Assurance is being entered into to benefit Terminix's consumers in the State of Florida and to avoid the expense and length of legal proceedings, taking into account the uncertainty and risk inherent in any litigation.

25. This Assurance, any action taken to reach, effectuate or further this Assurance, and the terms set forth herein, shall not be used as an admission by or against any of the Parties of any fault, wrongdoing, or liability whatsoever, or as a waiver or limitation of any defense otherwise available to any of the Parties. Entering into or performance of this Assurance, or any negotiations or proceedings related thereto, shall not in any event be deemed to be evidence of, an admission or concession by any of the Parties, or to be a waiver of any applicable defense. Nothing in this Assurance, including this Paragraph, shall be construed to limit or to restrict Terminix's right to utilize this Assurance or performance of its obligations or payments made hereunder, to assert and maintain the defenses of *res judicata*, collateral estoppel, payment, compromise and settlement, accord and satisfaction, or any other legal or equitable defenses in any pending or future legal or administrative action or proceeding.

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PAGE 16/33

12/21/2007 15:57 4073163584

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PAGE 15/32

26. If any clause, provision or section of this Assurance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or non-enforceability shall not affect any other clause, provision or section of this Assurance, and this Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision has not been contained herein.

27. This Assurance was executed after arm's length negotiations between the Parties and reflects the conclusion of the Parties that this Assurance is in the best interest of all the Parties.

28. Each of the Parties participated jointly in the drafting of this Assurance, and therefore the terms of this Assurance are not intended to be construed against any of the Parties by virtue of draftsmanship.

29. This Assurance may be executed in several counterparts, each of which together shall constitute an original and all of which together shall constitute one and the same instrument.

30. This Assurance shall not be admissible, by any of the Parties, or any other person or entity, as evidence in any other proceeding other than a proceeding brought to enforce the provisions hereof.

31. The Parties agree to cooperate to the fullest extent possible in the implementation of this Assurance.

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PAGE 17/33
PAGE 15/32

IN WITNESS WHEREOF, the Parties' signatures below reflect their agreement
and consent to the terms stated above.


Donald K. Karnes, as President of Terminix
International, Inc., with the authority to bind
The Terminix International Company L.P.

STATE OF TENNESSEE)

COUNTY OF SHELBY)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of
Tennessee personally appeared Donald K. Karnes, as President of The Terminix International,
Inc., a General Partner of The Terminix International Company L.P., and he acknowledged
before me that he executed the foregoing instrument for the purposes therein stated on the 10th
day of April, 1997.

Sworn and subscribed to before me this 10th day of

April, 1997.


NOTARY PUBLIC

My Commission Expires Jan. 25, 1999

(print, type, or stamp commissioned Notary Public)

Personally known ☒ or Produced Identification
(check one)

Type of Identification Produced:

N/A

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PAGE 18/33

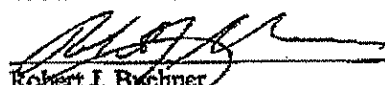
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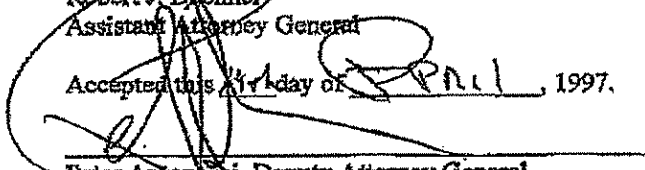
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STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

Mar. 31, 1997
DATE

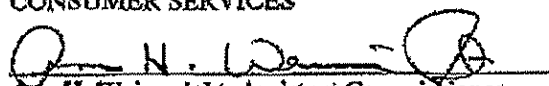

Robert J. Buchner
Assistant Attorney General

Accepted this 11th day of April, 1997.

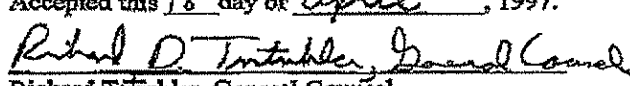

Peter Antonacci, Deputy Attorney General
The Capitol
Tallahassee, Florida 32399-1050
(904) 488-9105

STATE OF FLORIDA,
DEPARTMENT OF AGRICULTURE &
CONSUMER SERVICES

April 18, 1997
DATE


Ann H. Wainwright, Assistant Commissioner

Accepted this 18th day of April, 1997.


Richard Trischler, General Counsel
The Capitol
Tallahassee, FL 32301
(904) 488-3022

12/27/2007 10:28 2292197217

PAGE 19/33

12/21/2007 15:57 4873153584

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PAGE 18/32



Florida Department of Agriculture & Consumer Services
BOB CRAWFORD, Commissioner
The Capitol • Tallahassee, FL 32399-0800

April 22, 1997

Peter A. Antonacci, Esq.
Office of the Attorney General
Plaza Level
The Capitol
Tallahassee, Florida

Re: The Terminix International Company Limited Partnership
Case No. 95-410099

Dear Mr. Antonacci:

Enclosed please find the original, fully executed, Assurance of Voluntary Compliance in the above matter. We have retained a copy for our files.

Sincerely,

A handwritten signature in cursive script that reads "Rita Johnson".

Rita Johnson
Office of General Counsel

RDT/rj

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12/27/2007 18:28 2292197217

PAGE 28/33

12/21/2007 15:57 4073159584

FL AG AT

PAGE 19/32

DOWN PAYMENT	
Amount	Balance Forward
PAID OFF AT COMPLETION	
Amount	Balance Forward
Account Number	

EXHIBIT A

TERMINIX

THE TERMINIX INTERNATIONAL COMPANY LP.

Termite Protection Plan

NOTE TO CUSTOMER

This Agreement is contingent on the approval of the Terminix Branch Manager.

Mailing Address		City	State	Zip Code
Property Address		City	State	Zip Code
Description of Structure(s) Covered				

Effective with the date of initial treatment and for one year thereafter, for the sum of \$ _____, Terminix will provide the necessary services to the identified property to control or protect against subterranean termites (*Reticulitermes spp.*, *Heterotermes spp.*) This plan does not control or protect against formosan termites (*Cryptotermes spp.*).

Terminix will extend service annually to the Purchaser for so long as Purchaser may own the property for \$ _____ per year payable on or before the end of the previous annual period. After the third annual period and each annual period thereafter, Terminix reserves the right to revise the annual extension charge.

During the term of this Plan, any further treatment found necessary by Terminix will be performed free of charge. Terminix will reinspect the identified property at any time the Purchaser requests it or if Terminix believes it necessary.

Plan provides protection against new subterranean termite damage to the structure and contents. If new damage occurs during the term of this Agreement, Terminix will, upon notification and inspection, arrange for the necessary repairs or replacement by a contractor chosen by Terminix and pay the entire cost of labor and materials. New damage is defined as damage done by subterranean termites subsequent to the effective date of this Agreement; the definition excludes damage existing at that date. Unless live termites are found in the damaged area, the damage discovered is old damage and is not covered under this Plan. Repairs for new damage to commercial structures (including but not limited to multi-unit residential apartments, town houses, and condominiums) are limited in the aggregate to \$300,000 during the term of this Plan.

In the event of additions or alterations to the identified property, Purchaser must give prior notice and arrange with Terminix for additional service at the expense of Purchaser. Such additions or alterations may also require an adjustment to the annual extension charge.

Upon transfer of ownership of the identified property, this Plan may be continued upon the terms and conditions on the reverse side. ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED _____ ARE PART OF THIS PLAN.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state required documents for the termiticide(s) which will be used to treat the above-named property.

Purchaser's Initials _____

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO TWENTY-ONE (21) NIGHTS OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Purchaser	Date
Terminix Representative	Date
Terminix Address	Telephone
City	State
	Zip Code

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Neu FAC Exhibit

TERMS AND CONDITIONS

FUTURE DAMAGE, LIMITATION OF LIABILITY. Due to the nature of construction, the extent of existing termite damage, the degree of termite activity and applicable restrictions, **TERMINIX DOES NOT GUARANTEE AGAINST AND TERMINIX SHALL NOT BE RESPONSIBLE FOR, PRESENT OR FUTURE DAMAGE TO PROPERTY OR CONTENTS NOR FOR REPAIRS OR COSTS THEREOF.** In consideration of the sums charged by Terminix hereunder and as a liquidated damage and not as a penalty, and notwithstanding to the contrary in any contract, **TORT OR OTHER CLAIM THAT TERMINIX SHALL HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS DUTIES TO PURCHASER, (I) THE SOLE RESPONSIBILITY OF TERMINIX SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PROTECTED AREA.**

PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER UNDER THIS PLAN OR OTHERWISE IS TO GUARANTEE, DEFEND AND HOLD HARMLESS FROM AND AGREE TO INDEMNIFY PURCHASER AND ANYONE CLAIMING THROUGH PURCHASER EXPRESSLY RELEASES, TERMINATES AND AGREES TO INDEMNIFY PURCHASER AND ANYONE CLAIMING THROUGH PURCHASER WITH RESPECT TO ANY OTHER OBLIGATION WHATSOEVER TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER. THIS PLAN DOES NOT GUARANTEE OR REPRESENT OR PROMISE THAT TERMITE WILL NOT RETURN.

2. **EXISTING DAMAGE.** Tomlinix is not responsible for the repair of either visible damage or hidden damage existing as of the date of this Agreement. Damage may be present in areas which are inaccessible to visual inspection. Tomlinix does not warrant that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement. If visible evidence of active or previous intrusion is reported on the graph, it should be assumed that some degree of damage is present and it is advisable that a qualified building expert inspect the property for damage and structural integrity.

3. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the identified property, may diminish the effectiveness of treatment by TermiX and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Upon completion of repairs by Purchaser, TermiX will provide additional treatment to control termites at Purchaser's expense. Purchaser's failure to make timely repairs or purchase of additional necessary treatment will preclude the effectiveness of any further notice. TermiX shall have no responsibility for repairs.

4. ADDITIONS, ALTERATIONS. This Agreement covers the property identified on the inspection graph as of the date of the initial treatment. In the event the additional necessary treatment will terminate the agreement with another termite contract.

The premises are structurally modified, altered or otherwise changed or if soil is removed or added around the foundation, Purchaser will notify Termux prior to such addition or alteration and will purchase the additional treatment required by the changes incurred. Failure to do so will terminate this Agreement automatically without further notice. In the event of any such change, Termux reserves the right to adjust the annual extension charge. The failure of Termux to notice any such change during future inspections or treatments does not release Purchaser from the obligations set forth in this paragraph.

5. NOTICE OF CLAIMS, ACCESS TO PROPERTY. Any claim arising out of or relating to this Agreement must be made to Terminix during the term of this Agreement. The only obligation by Terminix to Purchaser existing out of or relating to this Agreement is to defend and indemnify only if a valid claim is made during the term of this Agreement. In the event of any claim by Purchaser or anyone claiming through Purchaser for anything other than for Terminix to re-treat the identified property, Purchaser and any person claiming through Purchaser shall pay all of the costs and expenses of Terminix, including but not limited to attorneys' fees, related to or arising out of such claim. Purchaser must allow Terminix access to the identified property for any purpose contemplated by this Agreement, including but not limited to re-inspections, whether the inspections were requested by the Purchaser or considered necessary by Terminix, and failure to allow Terminix such access will terminate this Plan without further notice.

A. The liability of Tennix under this Agreement will be terminated if Tennix is prevented from fulfilling its responsibilities under the terms of this Agreement for reasons of force majeure, including but not limited to, war, rebellion, insurrection, civil unrest, strikes, riots, sabotage, acts of God or circumstances or cause beyond the control of Tennix.

C. This Agreement does not cover and Termite will not be responsible for damage resulting from: fire, lightning, floods, or other acts of God or circumstances or cause beyond the control of Termite.

(1) any and all damage resulting from termites and/or any other wood destroying organisms, and

(2) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and

(5) The failure of Purchaser upon notice from Terminix to promptly cure at Purchaser's expense any condition which prevents proper treatment or inspection or is conducive to termite infestation.

TERMINIX DISCLAIMS ANY LIABILITY, AND SHALL NOT BE RESPONSIBLE FOR, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR LOSS OF QUIET ENJOYMENT DAMAGES. THE OBLIGATION OF TERMINIX TO RE-TREAT AS SPECIFICALLY STATED IN THIS AGREEMENT IS GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of federal, state and local law. In the event of a change in existing law it pertains to the services herein, Terminix reserves the right to revise the annual service charge or terminate this Agreement.

9. NON-PAYMENT, DEFAULT. In case of non-payment or default by the Purchaser, Terminus has the right to terminate this Agreement. In addition, interest at the highest legal rate allowed will be assessed to and paid by Purchaser for the period of delinquency.

9. **ENTIRE AGREEMENT.** This Plan and the Inspection Graph constitute the entire agreement between the parties and no other representations or statements will be binding upon the parties. If any part of this Plan is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Plan shall remain in full force and effect.

10. **ARBITRATION.** The Purchaser (including anyone claiming through Purchaser) and Terminix agree that all matters in dispute between them, including but not limited to any controversy or claim between them arising out of or relating to this Agreement, to any word misinterpreting, misapprehension with respect to the identity

limited to any controversy or claim between us arising out of or relating to this agreement, and any dispute, claim or controversy, in whole or in part, arising out of or relating to this agreement, shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association. The arbitrator(s) shall be bound by the law of the State of New York.

The arbitrator shall give effect to any and all waivers, releases, disclosures, limitations and other terms and conditions of this Panel. Therefore, the award shall not be subject to any challenge or annulment in any court of law.

the arbitrator shall not have the power of authority to, hold Terminals responsible for: (i) the repair or replacement of any terminals damaged to the identified property, loss of anticipated rents and/or profits or loss of quiet enjoyment, (ii) direct, indirect, special or incidental, consequential, exemplary or punitive damages, or (iv) damages for emotional distress or mental anguish.

or penalties relating to or arising out of any claim alleging any deceptive trade practice. Each party shall be responsible for paying any attorneys' fees, expert witness fees and other expenses it incurs on its behalf in connection with the arbitration, plus one half the arbitrator's fee and one half of any expenses incurred by the arbitrator. The cost of the arbitration shall be borne equally by the parties. Any amount of attorney's fees or other expenses that is included in a written decision of the arbitrator shall be paid by the party incurring such expenses.

and the award shall assess the arbitrator's fees and expenses accordingly. Any award of damages pursuant to such arbitration shall be included in a written decision. Notwithstanding the reasons upon which the award was based, including all the elements involved in the calculation of any award of damages, the decision of the arbitrator shall be a final and binding judgment of the disagreement, which may be entered as a judgment by any court of competent jurisdiction. Each party shall be bound by the decision of the arbitrator.

to the personal jurisdiction and venue of the courts in which the identified property is located and the courts of the State of Tennessee and of the U.S. District Court for the Western District of Tennessee. Neither party shall tie the other party with respect to any matter in dispute between the parties other than for enforcement of the provisions of this agreement.

for the Western District of Tennessee. Neither party shall sue the other party with respect to any matter in dispute between the parties other than for enforcement of this arbitration provision or of the arbitrator's decision and a party violating this provision shall pay the other party's costs, including but not limited to, attorneys' fees, with respect to such suit and the arbitration award shall so provide.

11. **LIMITED ASSIGNABILITY.** This Agreement is assignable by Purchaser to a new owner of the property (i) for a period of one year from the effective date of this Agreement and (ii) thereafter, only in the sole discretion of Terminix after its inspection of the property which consent, if given, shall be in writing signed by Terminix.

Terminix and accepted in writing by the new owner. In addition, Terminix reserves the right to revise the annual extension fee upon any such assignment and to re-execute by the new owner of an agreement in the form then in use by Terminix. In the event the new owner fails to pay the revised annual fee or execute

12/27/2007 THU 10:29 [TX/RX NO 6710] 021

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PAGE 21/32

TERMS AND CONDITIONS

1. **EXISTING DAMAGE.** Terminix is not responsible for the repair of either visible damage or hidden damage existing as of the date of this Agreement. Damage disclosed prior to the effective date of this Agreement with no verified live and active infestation present shall be deemed to have been caused before that date. No damage may be present in areas which are inaccessible to visual inspection. Terminix does not guarantee that the damage disclosed in the Inspection Graph represents all of the existing damage as of the date of this Agreement.

[illegible]

2. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the identified property, may destroy the efficacy of treatment. Terminix is not responsible for water leakage. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Upon completion of repairs by Purchaser, Terminix will provide additional treatment in control infestation at Purchaser's expense. Purchaser's failure to make timely repairs or purchase additional necessary treatment will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs, even to the extent of live animals, in areas of water leakage.

by live terminals, where water leakage exists.

5. **ADDITIONAL TERMINALS.** The Agreement covers the property identified as the subject of the sale of the initial terminal, to the extent the property is subsequently identified, altered or otherwise changed or if removed or added to the initial sale. Therefore, if the property is altered or added to, the Seller will continue to pay the Seller's portion of the additional terminal required by the changes incurred, whether or not the Seller will continue this Agreement automatically. The Seller may, at any time, request the additional terminal charges. The Seller of Terminal 10, however, may not be liable for the additional terminal charges if the Seller of Terminal 10 is not the Seller of the property.

[illegible]

DECLASSIFIED

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1. Agreement does not cover and Tennessee will not be responsible for damage resulting from a worker's negligent use of the above conditions, including but not limited to means, methods, manner, or means.

[illegible][illegible]

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at highest ...

1. Warrant of Arrest - A writ issued by a court or judge, authorizing the arrest of a person suspected of a crime.

H. G. B.

[illegible][illegible]

1. With the use and without prejudging all the elements involved in the solution of any kind of disputes, The decision of the arbitrator shall be the final resolution of the disagreement which may be entered as a judgment by any court of competent jurisdiction. Each party consents to the personal jurisdiction of the arbitrator and the decision of the arbitrator shall be the final resolution of the disagreement which may be entered as a judgment by any court of competent jurisdiction. Each party consents to the personal jurisdiction of the arbitrator and the decision of the arbitrator shall be the final resolution of the disagreement which may be entered as a judgment by any court of competent jurisdiction.

§ 1000.01. The parties to, and the identified property is located and the courts in the State of Tennessee will of the U.S. District Court for the Western District of Tennessee. After party shall, as the other party with respect to any manner in dispute between the parties, either claim for enforcement of this agreement or provision in the order, or a claim, and a party, assuming this provision shall be the other party, except, including but not limited to, attorney's fees, with respect to such.

d. The author has stated that he was not able to find any other information regarding the subject's activities during the period covered by the report.

12/27/2007 10:28 2292197217

PAGE 23/33

12/21/2007 15:57 4073153584

PAGE 22/32

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COORDINATION	
Account	Depositor Number
RECEIVED AT COMPLETION	
Account	Depositor Number
Received Number	

EXHIBIT B

TERMINIX

THE TERMINIX INTERNATIONAL COMPANY L.P.

Termite Service Plan

NOTE TO CUSTOMER

This is a service order and copy of the Termite Service Plan. This service order is contingent on approval of the Terminix branch manager. The official Termite Service Plan will be in effect when the work is completed and Terminix has been paid in full.

THIS CONTRACT PROVIDES FOR RE-TREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGES.

PURCHASER	TELEPHONE
MAILING ADDRESS	CITY STATE ZIP CODE
PROPERTY ADDRESS	CITY STATE ZIP CODE
DESCRIPTION OF STRUCTURE(S) COVERED	

Effective with the date of initial treatment and for one year thereafter, for the sum of \$ _____, Terminix will provide the necessary services to the identified property to control or protect against subterranean termites (*Reticulitermes spp.*, *Heterotermes spp.*). This plan does not control or protect against formosan termites (*Coptotermes spp.*).

Terminix will extend service annually to the Purchaser for so long as Purchaser may own the property for \$ _____ per year payable on or before the end of the previous annual period. After the third annual period and each annual period thereafter, Terminix reserves the right to revise the annual extension charge.

During the term of this Plan, any further treatment found necessary by Terminix will be performed free of charge. Terminix will reinspect the identified property at any time the Purchaser requests it or if Terminix believes it necessary. DUE TO THE NATURE OF CONSTRUCTION, THE EXTENT OF EXISTING TERMITE DAMAGE, THE DEGREE OF TERMITE ACTIVITY AND/OR APPLICATION RESTRICTIONS, THIS AGREEMENT DOES NOT GUARANTEE AGAINST, NOR SHALL TERMINIX BE RESPONSIBLE FOR, PRESENT OR FUTURE DAMAGE TO PROPERTY OR CONTENTS, NOR PROVIDE FOR REPAIRS OR COMPENSATION THEREOF.

In the event of additions or alterations to the identified property, Purchaser must give prior notice and arrange with Terminix for additional service at the expense of Purchaser. Such additions or alterations may also require an adjustment to the annual extension charge.

Upon transfer of ownership of the identified property, this Plan may be continued upon the terms and conditions on the reverse side.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED _____ ARE PART OF THIS PLAN.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state required documents for the termiticide(s) which will be used to treat the above-named property.

(Optional) Exhibit

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

PURCHASER	DATE
TERMINIX REPRESENTATIVE	DATE
TERMINIX ADDRESS	TELEPHONE
CITY	STATE ZIP CODE

Key #33000 Rev. 2/97 RUP 2/97
© 1994 THE TERMINIX INTERNATIONAL COMPANY L.P.



12/27/2007 THU 10:29 [TX/RX NO 67101] 023

12/27/2007 10:28 2292197217

PAGE 24/33

12/21/2007 15:57 4073163584

FL AG AT

PAGE 23/32

STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
INVESTIGATION NUMBER: L01-3-1923

IN THE MATTER OF:
THE TERMINIX INTERNATIONAL COMPANY
LIMITED PARTNERSHIP,
d/b/a TERMINIX INTERNATIONAL,
a/k/a TERMINIX,

ASSURANCE OF VOLUNTARY COMPLIANCE

The STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL, (hereinafter "OAG"), pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, (hereinafter "FDUTPA"), initiated an investigation into the business practices of The TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP, d/b/a TERMINIX INTERNATIONAL, a/k/a TERMINIX, (hereinafter "TERMINIX"), a foreign limited Partnership with its principal place of business at 860 Ridge Lake Blvd., Memphis, TN 38120. Its general partner is TERMINIX INTERNATIONAL, INC., located at the same address.

1. INTRODUCTION

1.1 The scope of this Assurance of Voluntary Compliance (hereinafter "AVC"), is limited to business practices involving "fuel surcharges" billed to residents and businesses of the State of Florida ("Florida consumers") by TERMINIX for non-termite pest control services provided during the time period October 1, 2000, through July 31, 2001 ("Matters Investigated"). Florida residential consumers and Florida commercial consumers are referred to collectively herein as "customers".

1.2 TERMINIX is prepared to enter into this AVC without an admission that TERMINIX has violated the law and for purposes of resolution of this matter only. The

12/27/2007 THU 10:29 [TX/RX NO 6710] 024

12/27/2007 10:28 2292197217

PAGE 25/33

12/21/2007 15:57 4873163684

FL AG AT

PAGE 24/32

OAG by and through the undersigned Deputy Attorney General, accepts this AVC in termination of this investigation, pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the OAG by said statute.

1.3 It is expressly understood and agreed between the Parties that this Agreement and the payments, obligations and releases provided hereunder, are not and shall not be interpreted to constitute an admission of liability or acknowledgment of the validity of any of the claims which were or which could have been asserted by the Attorney General arising out of the Matters Investigated which alleged liability or validity is hereby expressly denied by TERMINIX. TERMINIX emphatically, specifically and categorically denies any violations of federal, state, county or local laws or regulations and further denies any liability for any alleged violations of the foregoing.

1.4 TERMINIX will, upon acceptance of this AVC by the Attorney General, dismiss with prejudice Terminix v. State of Florida, Case Number CIO-01-5523 (Div. 37), pending in the Circuit Court of Orange County, Florida. Except as specifically noted in this agreement, each party will pay its own costs and fees in that action.

2. CONTENTIONS OF OAG

2.1 OAG commenced an investigation into the business practices of TERMINIX, pursuant to the provisions of the FDUTPA, for suspected violations of FDUTPA. The investigation was instigated by consumer complaints from Florida residents indicating that TERMINIX had began adding a \$1.00 per month "fuel surcharge" to its customers' statements.

2.2 TERMINIX is in the business of providing pest and termite services, nationwide and in the State of Florida.

12/27/2007 10:28 2292197217
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FL AG AT

PAGE 26/33
PAGE 25/32

2.3 Beginning in September 2000, TERMINIX mailed a letter to its Florida customers, in advance of charging the fuel surcharge, advising that a "fuel surcharge" would be charged in response to rising fuel costs. Specifically, TERMINIX's letter provided as follows: "[e]ffective October 1, 2000, Terminix will install a modest fuel surcharge of \$1.00 per service. This surcharge is only temporary and will be removed as soon as fuel prices return to a more moderate range. The fuel surcharge will appear on your first regularly scheduled pest control services after September 30."

2.4 TERMINIX began adding a \$1.00 per service "fuel surcharge" to customers' bills, on or about October 1, 2000, and the "fuel surcharge" ended on July 31, 2001.

2.5 Some customers were charged the fuel surcharge while they were pre-paid customers.

2.6 TERMINIX also billed the "fuel surcharge" to some customers who were within contractually guaranteed price periods.

2.7 OAG alleges that TERMINIX wrongfully increased the service fee for customers with prepaid contracts and price guaranteed service contracts by charging an additional \$1.00 per service "fuel surcharge" over a period of ten months. OAG believes the charging of "fuel surcharge" to prepaid and price-guaranteed accounts was an unfair and deceptive trade practice.

2.8 TERMINIX voluntarily issued refund checks or credits to customers charged the fuel surcharge who were within contractually guaranteed price periods. Additionally, TERMINIX voluntarily issued credits for fuel surcharges to customers who individually called and expressed a concern about the "fuel surcharge". To the best of the knowledge of Terminix after exercising due diligence, Terminix received payments of fuel surcharge

12/27/2007 10:28 2292197217

PAGE 27/33

12/21/2007 15:57 4073163584

FL AG AT

PAGE 26/32

from Florida consumers with price protection in the amount of \$139,304, all of which has been refunded or credited except for \$635.00 which is for former customers that Terminix has been unable to locate.

3. TERMINIX CONTENTIONS

3.1 TERMINIX does not agree or concede that the claims or allegations that have been or could have been asserted by the Attorneys General have merit. TERMINIX emphatically, specifically and categorically denies that it has violated any federal, state, county or local laws or regulations and denies that any consumer has been harmed as a result of the practices investigated. TERMINIX further denies any liability for any alleged violation of law or regulation. TERMINIX voluntarily provided refunds or credits to customers who arguably were within contractually guaranteed price periods and, from the beginning of its fuel surcharge program, in many cases provided credits to customers that complained about the fuel surcharge that were not within any contractually guaranteed pricing period.

3.2 By entering into this Assurance, TERMINIX does not agree or concede that the claims or allegations which have or could have been asserted by the Parties have merit.

3.3 This Assurance is being entered into to benefit TERMINIX'S consumers in the State of Florida and to avoid the expense and length of legal proceedings, taking into account the uncertainty and risk inherent in any litigation.

12/27/2007 18:28 2292197217

PAGE 28/33

12/21/2007 15:57 4073163584

FL AG AT

PAGE 27/32

4. COMPLIANCE

4.1 IT IS AGREED by the parties that TERMINIX and its representatives, agents, employees, or any other person who acts under, by, through, or on behalf of TERMINIX directly or indirectly, or through any corporate or other device, shall hereby comply with and have knowledge of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, and refrain from knowingly charging a fuel surcharge to any customer who has a prepaid contract or a contract that expressly precludes a price increase for the time period of the applicable price protection.

4.2 TERMINIX shall be responsible for implementing reasonable changes in its records keeping and billing procedures and shall with reasonable diligence initiate reasonable actions or measures directed toward correcting and adjusting its internal records and systems to properly reflect the identity of prepaid and price guaranteed Customers.

4.3 It is the intent of the parties that such changes will detect and prevent the charging of prepaid and price guaranteed customers.

4.4 TERMINIX shall be responsible for making the substantive terms and conditions of this AVC, including the obligations in ¶ 4.1, known to its officers, directors, partners, successors, managers and employees who are responsible for implementing the obligations set forth in this AVC.

4.5 This AVC shall apply to and bind TERMINIX and its respective successors and assigns. TERMINIX shall not effect any change in its form of doing business or its organizational identity as a method of avoiding the terms and conditions set forth in this AVC.

12/27/2007 18:28 2292197217

PAGE 29/33

12/21/2007 15:57 4873153584

FL AG AT

PAGE 28/32

4.6 Terminix further stipulates and agrees that for a period of one year from the date of acceptance of this Agreement by the Attorney General, for any customer who was charged a fuel surcharge within a contractually agreed price period [and who was not previously refunded or credited theretofore], Terminix agrees to provide a credit or refund of fuel surcharges collected within the contractually agreed price period. This request may be asserted to either Terminix or the OAG.

4.7 Nothing contained in this Agreement shall be construed as a limitation or restriction upon TERMINIX'S right to change, delete or add contract terms in any manner not prohibited by law.

5. CONTRIBUTION

5.1 TERMINIX shall pay a contribution, for attorney's fees and costs of investigation, pursuant to Section 501.2101, in the sum of Fifty thousand dollars (\$50,000.00). Said payment shall be made by check, made payable to The Department of Legal Affairs Revolving Trust Fund established under Fla. Stat. §16.53, and sent to Angelia Sheridan, Assistant Attorney General, Office of the Attorney General, Department of Legal Affairs, 135 West Central Blvd., Suite 1000, Orlando, FL 32399-1050. No such portion of such payment shall be considered a civil penalty.

5.2 The Parties agree that the payments made and obligations performed pursuant to this Assurance constitute a complete resolution and settlement between the parties of all issues and matters relating to or the subject of the Matters Investigated. Upon execution of this Assurance, and payment of the sums provided for, this investigation as defined in ¶ 1.1 shall be concluded

12/27/2007 10:28 2292197217

PAGE 30/33

12/21/2007 15:57 4073163584

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PAGE 29/32

5.3 If any clause, provision or section of this Assurance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or non-enforceability shall not affect any other clause, provision or section of this Assurance, and this Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision has not been contained herein.

5.4 Entering into or performance of this Assurance, or any negotiations or proceedings related thereto, shall not in any event be deemed to be evidence of an admission or concession by any of the Parties, or to be a waiver of any applicable defense. Nothing in this Assurance will preclude Terminix from raising any legal or equitable defense in a private cause of action brought by a consumer against Terminix.

6. FUTURE VIOLATIONS

6.1 IT IS FURTHER AGREED by the parties that any future violations pursuant to 501.207, Florida Statutes are by statute prima facie evidence of a violation of Fla. Stat. ch. 501, Part II, and may subject TERMINIX to any and all civil penalties and other sanctions provided by law, as well as attorneys' fees and costs, as provided by law.

7. ACCEPTANCE BY ATTORNEY GENERAL

7.1 IT IS FURTHER AGREED by the parties that this AVC shall become effective upon its acceptance by the Attorney General, who may refuse to accept it at his discretion. The receipt or deposit by the OAG of any monies pursuant to this AVC does not constitute acceptance by the Department, and any monies received will be returned if the AVC is not accepted.

12/27/2007 10:28 2292197217

PAGE 31/33

12/21/2007 15:57 4073163584

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PAGE 30/32

7.2 This Agreement may be executed in several counterparts, each of which together shall constitute an original and all of which together shall constitute one and the same instrument.

7.3 The Assurance shall not be interpreted to prohibit any act or practice required or specifically permitted by federal, state or local law.

8. CHANGES IN LAW AFFECTING BUSINESS PRACTICES

8.1 IT IS FURTHER AGREED by the parties that if the statutes and administrative rules referred to in this agreement change due to amendment, repeal, or disposition by the legislature, an agency, or Court so that they would permit any action prohibited by any section of this agreement, that section shall no longer have any force or effect.

IN WITNESS WHEREOF, The Terminix International Company L.P. has caused this Agreement to be executed by W.B. Mallory, III, as Vice President of Terminix International, Inc., the general partner of The Terminix International Company L.P., as a true act and deed, this 9th day of August, 2002.

12/27/2007 10:28 2292197217

PAGE 32/33

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PAGE 31/32

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as Vice President of Terminix International, Inc. and that by my signature, I am binding The Terminix International Company Limited Partnership, d/b/a Terminix International a/k/a Terminix, to this Agreement.

The Terminix International Company L.P.

By: Terminix International, Inc.

By: W. B. Mallory, III

Vice President

Print name: W. B. Mallory, III

Title: Vice President

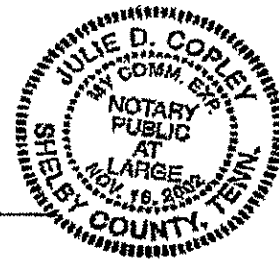
STATE OF TENNESSEE)

COUNTY OF Shelby)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Tennessee, personally appeared (name) W. B. Mallory, III, as (title) Vice President, of Terminix International, Inc., who did take an oath and acknowledged before me that she/he executed the foregoing instrument for the purposes therein stated, on this 9th day of August, 2002.

(print, type or stamp
commissioned name of Notary)

Julie D. Copley
Notary Public (signature)

Personally Known X or

Produced Identification _____

Type of Identification Produced: _____

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PAGE 33/33

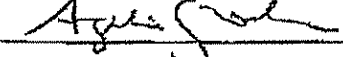
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FL AG AT

PAGE 32/32

FOR THE OFFICE OF THE ATTORNEY GENERAL

dated: 08/13/02


Angelia Sheridan,

Assistant Attorney General

ACCEPTED this 25th day of AUGUST, 2002

OFFICE OF THE ATTORNEY GENERAL

DEPARTMENT OF LEGAL AFFAIRS

The Capitol, PL-01

Tallahassee, Florida 32399-1050

By: 

RICHARD DORAN,

Deputy Attorney General

604222
(revised: 08/02/2002 11:54 AM)

PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT

3

COMMONWEALTH OF KENTUCKY
FRANKLIN CIRCUIT COURT
CIVIL ACTION NO. _____
DIVISION NO. IV

94-CT 00745

COMMONWEALTH OF KENTUCKY, ex rel.,
CHRIS GORMAN, ATTORNEY GENERAL

PLAINTIFF

v.

CONSENT JUDGMENT

TERMINIX INTERNATIONAL CORPORATION
A Delaware Corporation

DEFENDANTS

FILED

MAY 19 1994

and

TSSGP Limited Partnership,

In a Limited Partnership,
d/b/a TERMINIX INTERNATIONAL COMPANY L.P.

FRANKLIN CIRCUIT COURT CLERK

* * * * *

Comes the Plaintiff, the Commonwealth of Kentucky, ex rel. Chris Gorman, Attorney General, and the Defendants, Terminix International Corporation and TSSGP Limited Partnership, d/b/a Terminix International Company L.P. (hereinafter collectively referred to as "Terminix" or "Defendants"), and enter into this Consent Judgment.

The parties being in agreement and the Court being otherwise sufficiently advised, it is hereby ORDERED AND ADJUDGED that a consent judgment be entered between the Defendants, Terminix International Corporation and TSSGP Limited Partnership, d/b/a Terminix International Company L.P., in favor of the Commonwealth of Kentucky, ex rel. Chris Gorman, Attorney General.

WHEREAS, Plaintiff has filed a Complaint in this action alleging that the Defendants, in conducting their structural pest control business, have, but not always, willfully engaged in unfair, false, misleading or deceptive acts or practices in violation of law, including, but not limited to, KRS 367.170 because they have, through their agents, employees, and others acting on their behalf:

A. Willfully failed to treat buildings for termite infestation according to state minimum treatment standards by not drilling treatment holes and not administering adequate quantities of termiticide in appropriate locations within the structure, and at proper spacing intervals;

B. Willfully failed to apply any termiticide, or adequate quantities of termiticide as required by law;

C. Willfully failed to penetrate completely through material barriers such as walls or floors by drilling, and then filling in the incomplete hole with cement or sealing material to give the appearance of a treatment, when it would be impossible to apply any termiticide through such a false hole, and no termiticide was in fact applied;


D. Willfully not drilling during termiticide applications even a partial, non-penetrating hole, but instead simply making the appearance of a filled in drill hole by making a circular smear of cement or sealer on the surface;

E. Willfully diluting the termiticide mixture actually applied to the consumer's property to a level of

concentration below that which is required by applicable law, resulting in an inadequate or ineffective treatment;

F. Willfully deceiving consumers on termite pre-treatment of building sites by merely posting a notice that the job had been performed, when in fact nothing had been done at that site aside from hanging up the sign.

G. Willfully charging consumers for procedures listed on the contract, including, but not limited to "trenching", when in fact the procedure has not been done, or, if conditions make the listed procedure impossible or inadvisable, an effective alternative procedure was also not done;



H. Willfully deceiving consumers who had reinspection and retreatment contracts with Terminix following an initial treatment by failing to inform the consumers that termites had been found on reinspection, so as to avoid having to do a retreatment on the building; and

I. Willfully refusing to pay to consumers termite damage claims under the Defendants' contractual guarantee by denying that damage was caused by termites, when in fact the Defendants knew or reasonably should have known that it was caused by termites and covered by Defendants' contract.

In agreeing to enter into this consent judgment, the Defendants emphatically, specifically, and categorically deny each and every allegation made by the Attorney General in the complaint. Further, the Defendants admit to no liability,

directly or indirectly, for any damages which may have resulted from the alleged actions of its agents, employees, or others acting on their behalf. For the purposes of this agreement, the term "consumer" shall be construed to include any person, association, partnership, corporation, or other entity, whose property is used for any purposes, personal, commercial, or governmental.

NOW THEREFORE, WITHOUT ANY ADMISSION OF LIABILITY OR FACT BY THE DEFENDANTS, AND WITH THE CONSENT OF THE PARTIES, IT IS ORDERED AND ADJUDGED:

1. Pursuant to KRS 367.190, the Defendants and any successors in interest, their agents, employees, and others acting on their behalf, are permanently enjoined and restrained from engaging in any unfair, false, misleading, or deceptive acts or practices which constitute violations of the Consumer Protection Act, KRS 367.170, which shall include, but not be limited to:

A. Failing to treat buildings for termite infestation according to state minimum treatment standards by not drilling treatment holes and not applying adequate quantities of termiticide in appropriate locations within the structure, and at proper spacing intervals;

B. Failing to apply any termiticide, or failing to apply adequate quantities of termiticide throughout the structure as required by law;

that damage was caused by termites, when in fact the Defendants knew or reasonably should have known that it was caused by termites and covered by Defendant's contract;

2. Pursuant to KRS 367.190, the Defendants, and any successors in interest, their agents, employees, and others acting on their behalf, are permanently enjoined from making any falsification of information in any report, document, or statement required to be made by the Defendants pursuant to this Consent Judgment.

3. The Defendants shall, at their own expense, inspect all buildings treated or retreated for termites under contract with Terminix during the five year period preceding the date of this Consent Judgment, to determine whether or not there is evidence of the deceptive practices described in paragraph 1 above, and whether or not there is termite damage resulting from such practices. Provided, however, the Attorney General shall, at his discretion, restrict the time span or areas inspected. Such inspections shall commence within forty five (45) days following the entry of this Consent Judgment. The program shall be structured by Terminix so as to have a reasonable probability of completion within three years of the entry of the Consent Judgment.

Within fifteen (15) days of the entry of this Consent Judgment, Terminix shall provide to the Attorney General a list of all active termite control consumers serviced by Terminix within the preceding five year period who have received an

initial treatment or retreatment. Within sixty (60) days of the entry of this Consent Judgment, Terminix shall provide to the Attorney General a list of all other termite control consumers to be covered under this Consent Judgment. The Attorney General shall draft a letter after consultation with Terminix, explaining this Consent Judgment to the consumers, which will be mailed to all consumers on the above mentioned lists at Terminix' expense.

At the time of the initial contact with the consumer by Terminix to arrange an inspection pursuant to this Consent Judgment, Terminix shall advise the consumer of the reason for contacting the consumer by utilizing a prepared statement drafted by the Attorney General after consultation with the Defendants. Representatives of the Attorney General shall have the opportunity to observe the inspections described in this paragraph. However, it shall be the responsibility of the Attorney General to make the arrangements to attend so that it does not interfere with the inspection schedule.

The Defendants' agents, employees, and others acting on their behalf, shall not solicit new business for the Defendants from the consumer while engaged in any inspections or treatments pursuant to this Consent Judgment. In the event the consumer initiates an inquiry about other services, the employees may refer the consumer to the branch office.

The reasonable inspection shall include a determination of compliance with state minimum standards as well as a random

testing of ten percent (10%) of the drill holes to determine whether the holes penetrate the floor or the wall barrier where feasible. A new graph of the building shall be prepared from a photo copy of the original graph, or an entirely new graph, if needed, pursuant to the inspection with the reopened holes clearly indicated on the graph. At the conclusion of the inspection, the property shall be returned to its original condition as close as possible and all drill holes shall be resealed at Terminix's expense. Terminix shall provide to the Attorney General copies of all reports of buildings inspected for that month, setting forth (i) findings on the adequacy of the previous treatments, (ii) whether any termite damage was discovered, and (iii) any remedial actions taken. The consumer shall be provided a copy of the report made on their individual building. The report form shall be prepared by Terminix subject to approval by the Attorney General and shall contain an acknowledgement from the consumer that they have received a copy of said report.

A. Proof of the unlawful practices under this paragraph 3 shall include, but not be limited to, physical evidence, Terminix's treatment records, and the testimony of current and/or former Terminix employees who can, upon personal knowledge, identify buildings as being treated with improperly diluted or inadequate quantities of termiticide.

B. In cases where there is evidence of the deceptive practices set forth in paragraph 1, the consumer may, at their

option, either (i) accept a retreatment of their building with an extension of their contractual guarantee for two years without charge with the continued option to renew said contractual guarantee annually upon payment of the contractual renewal fee pursuant to their contract, or (ii) accept a refund and a rescission of their contract. The acceptance by the consumer of the rescission option will not relieve Terminix of its obligations to make restitution for all damages suffered as a consequence of the deceptive practices as defined in paragraph 3.D. No retreatment will be performed if the rescission option is exercised.

C. In cases of pretreatment sites where there is evidence of the deceptive practices set forth in paragraph 1, the contracting consumer shall have the cost of the pretreatment refunded.

D. With all buildings covered by a "repair and retreat" contract which is still active, if termite damage which occurred subsequent to the date of the execution of the contract is discovered by the inspection, Terminix shall make an offer of repair or compensation as outlined in paragraph 3.E below. With buildings which were covered under a retreat only contract or under a "repair and retreat" contract which has been cancelled, Terminix shall be liable for termite damage as set forth in paragraph 3.E., if (i) there is evidence of the deceptive practices outlined in paragraph 1 above, and (ii) there is evidence of live termites found in the damaged area

during the inspection, and (iii) the damaged area corresponds and is related to the deceptive practices mentioned herein. Terminix shall be liable for termite damage as set forth in paragraph 3.E., if (i) there is evidence of deceptive practices outlined in paragraph 1 in the initial treatment, and (ii) a retreatment was subsequently performed, and (iii) there is termite damage in the area where the retreatment was performed, even if there is no evidence of live termites found in that area during the inspection, and (iv) the damaged area corresponds and is related to the deceptive practices mentioned herein. Terminix has no liability for any damage in a building covered by a retreatment only contract if there is no evidence of the deceptive practices outlined in paragraph 1.

Terminix shall not be responsible for inspecting and retreating buildings pursuant to this paragraph 3.D if the contract covering said building has been cancelled and the original party to this contract, or any assignee of the contract, no longer is the owner of said building.

Terminix shall not be responsible for inspecting any building where there is ongoing litigation between Terminix and the owner of said building which concern the issues addressed by this Consent Judgment.

This inspection program shall not include buildings treated by predecessor pest control companies which were subsequently acquired by Terminix during this period.

E. Terminix shall pay all reasonable costs of repairing all termite damage to any building resulting from any of the deceptive practices outlined in paragraph 1 above with liability as set forth in paragraph 3.D. Reasonable cost shall include any incidental and consequential expenses including, but not limited to, reasonable relocation expenses while damage is being repaired if necessary. Defendants shall have the option when paying claims under this paragraph 3.E. to either: (i) repair or replace the property damage to the consumer's building, or (ii) pay to the consumer the reasonable cost of repairs or the fair market value of the damaged property.

4. Terminix shall make an offer when required pursuant to this judgment to the consumer within thirty (30) days of the issuance of their inspection report. The inspection report must be tendered within thirty (30) days of Terminix's inspection.

Upon receipt of the offer from Terminix, the consumer shall have thirty (30) days to affirmatively accept the offer. A form provided with the offer shall contain a full release of all claims which could be made against Terminix under this Consent Judgment.

To accept the offer, the consumer must return the completed acceptance form and the executed release form to Terminix by hand delivery or by U.S. Mail, postmarked not later than midnight of the last day of the acceptance period. Terminix will forward a copy of the acceptance and release to

the Attorney General. If the consumer does not accept the offer, the consumer may request arbitration under the terms of this Consent Judgment. A request for arbitration as permitted under this Consent Judgment must be made within the thirty (30) day period for acceptance of the offer upon a form provided by the Attorney General. To request arbitration, the consumer must return the completed arbitration request form to the Attorney General by hand delivery or by U.S. Mail, postmarked not later than midnight of the last day of the acceptance period. The Attorney General shall forward a copy of the arbitration request to the Terminix. However, an additional fifteen (15) days to consider the offer will be given to the consumer if it is requested in writing prior to the expiration of the thirty (30) day period.

If the consumer fails to accept the offer or to request arbitration within the foregoing time period, Terminix's offer is considered withdrawn and void and the consumer will be deemed to have elected not to participate in resolving any dispute the consumer has with Terminix under this Consent Judgment. This will not preclude the consumer who does not participate in resolving any claim under this Consent Judgment from pursuing any other remedy available to them under a private right of action.

The consumer may request arbitration by executing a form provided by the Attorney General. If the consumer requests arbitration, the consumer is bound under the terms of the

Consent Judgment, and the arbitration shall be their sole and exclusive remedy. The arbitrator's decision shall be final and binding on the consumer and Terminix.

Within thirty (30) days of entry of this Consent Judgment, Plaintiff shall request that the American Arbitration Association (AAA) appoint an Arbitrator to hear all requests for arbitration as defined herein. The Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All reasonable costs, expenses, and fees of any Arbitration demanded under this Consent Judgment shall be paid by Defendants, unless the Arbitrator determines that the demand for arbitration was clearly frivolous. In such case the Arbitrator may assess costs, expenses, and fees against the consumer. The Arbitrator shall hear and decide all matters subject to Arbitration hereunder and shall issue a written decision within a reasonable time pursuant to the AAA guidelines. The decision of the Arbitrator shall be final, binding and non-appealable.

5. The Defendants shall (i) pay the sum of seven hundred fifty thousand dollars (\$750,000) into an escrow or trust fund; or (ii) post a letter of credit for seven hundred fifty thousand dollars (\$750,000), or (iii) provide some other form of funding acceptable to the Attorney General which shall be referred to as the "Fund". The Fund shall be administered by the Attorney General for the payment of claims and expenses in the manner set forth in this paragraph. The Defendants

shall replenish the Fund with additional payments as necessary to maintain a Fund balance of seven hundred fifty thousand dollars (\$750,000), when and if the Fund is reduced to a balance of one hundred thousand (\$100,000). If Terminix wrongfully refuses to pay such costs pursuant to its obligations under this Consent Judgment, the Attorney General may, in his discretion, use the Fund to pay the following:

A. Reasonable costs of the Third Party Inspection Program, set forth in paragraph 6;

B. Offers of settlement involving the payment of funds made by Terminix, and accepted by the consumer, which are not paid within thirty (30) days of the written acceptance by the consumer of the settlement offer; and

C. Arbitration awards to the consumer which are unpaid by Terminix within thirty (30) days of the award being served upon the parties.

6. Terminix shall pay all reasonable costs, including but not limited to salaries and reasonable employee benefits, of the Inspection Program to be conducted by third party inspectors. The inspectors will operate under the direction and control of the Attorney General. The qualifications of the position, and the salary of the Inspectors will be at the discretion of the Attorney General, after consulting with the Defendants. The Inspectors will serve at the pleasure of the Attorney General. The number of third party inspectors will be initially established at three

which may be increased to five at the discretion of the Attorney General. Subsequently the number may be increased or decreased after review upon petition to the Court for good cause shown by either party, or mutual agreement. The costs of the Inspection Program may include, but not be limited to, the cost of reopening and resealing drill holes, other repairs incident to the operation, and all other reasonably necessary expenses involved in performing an adequate inspection.

The projected costs of the inspection program shall be paid by Terminix to the Attorney General's designee monthly. The payment shall be made within ten days of receipt of the notice of projected costs from the Attorney General.

The third party inspectors shall not inspect any work done by Terminix pursuant to termite service contracts (including, but not limited to, reinspection or renewal agreements) entered into by consumers with Terminix subsequent to the date of this Consent Judgment.

The third party inspectors shall: (i) inspect all buildings where Terminix's offer to settle is rejected and arbitration is requested by the consumer; (ii) inspect randomly selected buildings taken from the monthly report filed by Terminix, (iii) inspect any other buildings to the extent the Attorney General believes it is necessary to insure compliance under this Consent Judgment, and (iv) inspect any building at the written request of a consumer. Representatives of Terminix shall have the opportunity to observe the inspections described

in this paragraph. However, it shall be the responsibility of Terminix to make the arrangements to attend so that it does not interfere with the inspector's schedule. It is understood that this Consent Judgment will not require the inspection of all buildings by the third party inspector in all areas treated or retreated within the five years preceding the date of this Consent Judgment.

The third party Inspectors shall provide a written report (the "Report") to the consumer, the Attorney General, and to Defendants within a reasonable period of time after conducting an inspection. The Report shall document the Inspector's observations, information received, and conclusions whether there is evidence of deceptive practices described in paragraph 1 above, and whether or not there is termite damage resulting from such practices. Upon receipt of the Report, Defendants shall have thirty (30) days to evaluate the Report and conditions described therein, and conduct any re-inspection, and comment on the conditions described. Subsequent thereto, Terminix may present a revised offer to the consumer to settle the claim. The consumer shall have thirty (30) days to consider the revised offer from the date of receipt, and may request an extension of time as allowed with the initial offer. The consumer shall have the same options with regards to acceptance or rejection of the revised offer that he had with the original offer, pursuant to Paragraph 4.

Prior to the conclusion of the Inspection Program, the third party inspectors may return to any previously inspected building and perform a reinspection if the Attorney General, upon reasonable cause, so directs. The Inspection Program and Terminix' obligations under this Consent Judgment shall terminate (including any expenses associated therewith) when the first of the following occurs: (i) all buildings covered under this paragraph have been inspected by Terminix and all buildings to be inspected under the Inspection Program have been inspected; (ii) further inspections are not reasonably feasible, or (iii) the third anniversary of entry of this Consent Judgment. However, the program may be extended by petition to the Court by either party for good cause shown. No inspections or reinspections will be paid for by Terminix or the Fund after the Inspection Program's termination. Upon termination of Terminix' obligations under this Consent Judgment, Plaintiff shall release the Fund to Terminix.

7. If it is discovered that Terminix has violated the Permanent Injunction in paragraph 1 above, in addition to the penalties imposed by KRS 367.990(1), the Attorney General may petition this Court to revoke or suspend Terminix' right to operate part or all of its structural pest control business in the Commonwealth of Kentucky, pursuant to KRS 367.200.

8. Within thirty (30) days of entry of this Consent Judgment, pursuant to KRS 367.990(2), the Defendants shall pay a civil penalty in the amount of two hundred thousand dollars (\$200,000) payable to the Kentucky State Treasurer.

9. In consideration of Terminix' agreement to the terms of this Consent Judgment, Plaintiff releases and discharges the Defendants for all violations of KRS 367.170 for matters raised or which could have been raised in the Complaint or any KRS 367.170 matters which are discovered during the Inspection Program.

10. This Consent Judgment was negotiated in good faith by Plaintiff and Defendants. The parties agree that the entry of this Consent Judgment represents a fair, reasonable and equitable settlement of this matter.

11. Either party may petition the court for modification of the Inspection Program only for good cause shown, or by mutual agreement.

12. Plaintiff and Defendant agree to cooperate to the fullest extent possible in the implementation of this Consent Judgment.


Dated this 19th day of May,

1994.

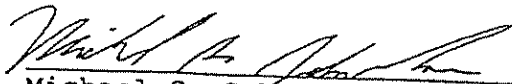


Judge, Franklin Circuit Court

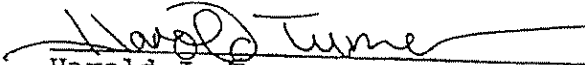
TO BE ENTERED:



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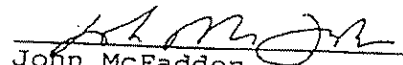
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John McFadden
Vice President
Terminix International, Inc.
855 Ridge Lake Boulevard
Memphis, TN 38120

COMMONWEALTH OF KENTUCKY
FRANKLIN CIRCUIT COURT
CIVIL ACTION NO. _____
DIVISION NO. _____

COMMONWEALTH OF KENTUCKY, ex rel.,
CHRIS GORMAN, ATTORNEY GENERAL

PLAINTIFF

v.

COMPLAINT

TERMINIX INTERNATIONAL CORPORATION
A Delaware Corporation

DEFENDANTS

and

TSSGP Limited Partnership,

In a Limited Partnership,
d/b/a TERMINIX INTERNATIONAL COMPANY L.P.
Serve: C.T. Corp. System
Ky. Home Life Bldg., Rm. 1511
Louisville, KY 40202

DEFENDANT

* * * * *

I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, Chris Gorman, is the duly elected Attorney General of the Commonwealth of Kentucky. He is authorized by KRS 367.190 to bring this action in the name of the Commonwealth of Kentucky, and has determined it to be in the public interest. KRS 367.190 provides that the Attorney General may seek an injunction and other relief when he has reason to believe that a person is using, has used, or is about to use any unfair, false, misleading or deceptive act or practice in the conduct of any trade or commerce.

2. Defendant Terminix International Corp. is a Delaware corporation. It is in partnership with Defendant

TSSGP Limited Partnership. Both Defendants are registered as the partners doing business in Kentucky as Terminix International Company, L. P. (Terminix), a Delaware limited partnership. Terminix has been, and is still doing business in Daviess, Fayette, Jefferson, McLean, and other counties in Kentucky. Terminix operates branch offices throughout the state, performing pest control services, including the treatment of structures for termite infestation.

3. Inasmuch as all parties have agreed to this action being filed in Franklin Circuit Court, venue is proper pursuant to KRS 367.190(1).

II. NATURE OF DEFENDANT'S UNFAIR, FALSE, MISLEADING OR DECEPTIVE BUSINESS PRACTICES

4. The Defendants, through their agents, employees, and others acting on their behalf, have engaged in the following practices which are unfair, false, misleading, and/or deceptive within the meaning of the Kentucky Consumer Protection Act, KRS 367.170:

A. Willfully failing to treat buildings for termite infestation according to state minimum treatment standards by not drilling treatment holes and administering adequate quantities of termiticide in appropriate locations within the structure, and at proper spacing intervals;

B. Willfully failing to apply any termiticide, or adequate quantities of termiticide as required by law;

C. Willfully failing to penetrate completely through material barriers such as walls or floors by drilling, and then

filling in the incomplete hole with cement or sealing material to give the appearance of a treatment, when it would be impossible to apply any termiticide through such a false hole, and no termiticide was in fact applied;

D. Willfully not drilling even a partial, non-penetrating hole, but instead simply making the appearance of a filled in drill hole by making a circular smear of cement or sealer on the surface;

E. Willfully diluting the termiticide mixture actually applied to the consumer's property to a level of concentration below that which is required by applicable law, resulting in an inadequate or ineffective treatment;

F. Willfully deceiving consumers on termite pre-treatment of building sites by merely posting a notice that the job had been performed, when in fact nothing had been done at that site aside from posting the sign;

G. Willfully deceiving consumers by charging them for procedures listed on the contract, including, but not limited to "trenching" when in fact the procedure was not done, or if conditions made the listed procedure impossible or inadvisable, an effective alternative procedure was also not done;

H. Willfully deceiving consumers who had reinspection and retreatment contracts with the Defendants following an initial treatment by failing to inform them that termites had been found on reinspection, so as to avoid having to do a retreatment on the building;

I. Willfully engaging in unfair and deceptive practices by refusing to pay termite damage claims under the Defendants' guarantee by denying that damage was caused by termites, when in fact the Defendants knew or reasonably should have known that it was caused by termites.

5. The upper levels of management of Terminix had sufficient information from which they knew, or reasonably should have known, that their employees were engaging in unfair, false, misleading, and/or deceptive practices in the Commonwealth of Kentucky, and the Defendants did not stop the abuses. The failure of the Defendants' management was the result of deliberate approval of the practices of its employees, or, alternatively, willful blindness to the misconduct of its employees, or, alternatively, gross negligence in failing to properly train and supervise its employees.

III. VIOLATIONS OF THE CONSUMER PROTECTION ACT

6. The acts set forth in paragraphs 4 and 5 are unfair, false, misleading, and/or deceptive, and are therefore unlawful pursuant to KRS 367.170.

7. The Defendants' unlawful acts and practices have been committed willfully, since they knew or should have known that such acts and practices are unfair, false, misleading, and/or deceptive.

8. The Defendants' unlawful acts and practices in Daviess and other counties in Kentucky are ongoing and continue to cause harm to Kentucky consumers.

WHEREFORE, Plaintiff respectfully requests that the Court grant the following relief:

(A) A permanent injunction enjoining the Defendants, their employees, agents, and others acting on their behalf, from directly or indirectly engaging in the following unfair, false, misleading and/or deceptive practices:

(1). Failure to treat buildings for termite infestation according to state minimum treatment standards by not drilling treatment holes and not administering adequate quantities of termiticide in appropriate locations within the structure, and at proper spacing intervals;

(2). Failure to apply any termiticide, or adequate quantities of termiticide of termiticide throughout the structure as required by law;

(3). Failure to penetrate completely through material barriers such as walls or floors by drilling, and then filling in the incomplete hole with cement or sealing material to give the appearance of a treatment;

(4). Creating the appearance of a filled in drill hole by making a circular smear of cement or sealer on the surface when no hole was drilled;

(5). Diluting the termiticide mixture actually applied to the consumer's property to a level of concentration below that which is required by applicable law, resulting in an inadequate or ineffective treatment;

(6). On termite pre-treatment of building sites merely posting a notice that the job had been performed, or taking other such action indicating that a pre-treatment has been performed, when in fact the site was not pre-treated, or not adequately pre-treated;

(7). Defrauding of consumers by charging consumers for procedures listed on the contract, including, but not limited to "trenching", when in fact the procedure has not been done, or, if conditions make the listed procedure impossible or inadvisable, an effective alternative procedure was also not done;

(8). Failing to inform consumers with reinspection and retreatment contracts that termites had been found on reinspection;

(9). Refusing to pay to consumers termite damage claims under the Defendants' contractual guarantee by denying that damage was caused by termites, when in fact the Defendants knew or reasonably should have known that it was caused by termites and covered by Defendants' contract.

(B) Pursuant to KRS 367.200, the Defendants' license to operate in the Commonwealth of Kentucky as a commercial pest control company be revoked.

(C) Pursuant to KRS 367.200, the Defendant be required to make restitution to victimized consumers for all funds paid for fraudulent treatments.

(D) Pursuant to KRS 367.200, the Defendants be required to make restitution to victimized consumers for all consequential damages sustained by the consumers as a result of the Defendants' unfair, false, misleading, and/or deceptive practices. This shall include, but not be limited to, the costs of repairing all damage sustained from termite activity as a result of the Defendants' misconduct.

(E) Pursuant to KRS 367.990(2), an assessment of a civil penalty against the Defendants in the amount of \$2,000.00 for each separate violation of KRS 367.170 found to be willful.

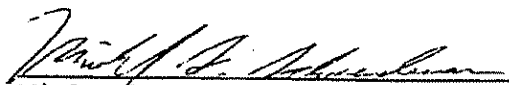
(F) Reasonable costs incurred by the Office of the Attorney General in the investigation and prosecution of this action, including attorney's fees.

(G) All other appropriate relief to which the Plaintiff may appear entitled.

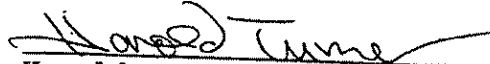
Respectfully submitted,



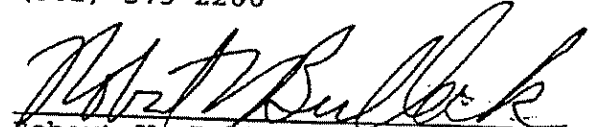
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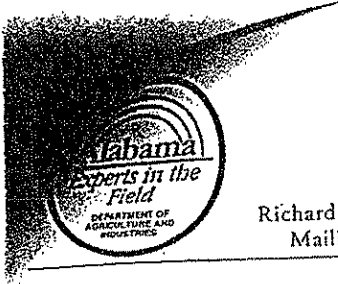


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PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT

4



Jack Thompson
COMMISSIONER

State of Alabama
Department of Agriculture
and Industries

Richard Beard Building • 1445 Federal Drive • Montgomery, Alabama 36107-1100
Mailing Address: Post Office Box 3336 • Montgomery, Alabama 36109-0336



John B. Henderson
ASSISTANT COMMISSIONER

Plant Protection/Pesticide Mgt.

Room 210

Tel. No. (334)240-7239

Fax. No. (334)240-7168

David L. Meyers
The Terminix International Co., L.P.
104 Hilltop Business Dr.
Pelham, AL 35124



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

ORDER

The Terminix International Co., L.P. was charged by the Plant Protection and Pesticide Management Division with the following violations of laws and regulations which govern structural pest control companies as follows:

1. Failure to keep and maintain adequate records.
2. Failure to perform annual inspections on properties under subterranean termite contract for the year of 1995 and January, February and March of 1996.

Prior to a hearing being scheduled on this matter, a settlement was reached between the parties as follows:

1. The Terminix International Co., L. P. will inspect all properties which were treated for subterranean termites by the firm in 1995 and January, February and March of 1996.

Said inspections will be completed within 90 days of the date of this letter.

2. The Terminix International Co., L.P. will provide a monthly progress report on all inspections performed. This progress report will include name address, telephone numbers (home/business) and signature of property owner acknowledging that inspection of their property was performed by the firm.

Terminix
Bloch 000215

Neu FAC Exhibit

4

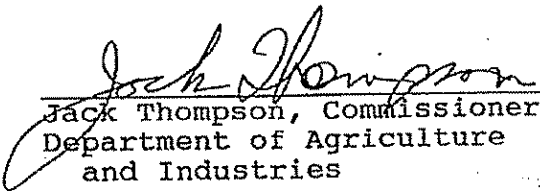
Page 2

3. The Terminix International Co., L.P. agrees to pay a civil penalty in the amount of \$1,200.00, which shall be paid within 30 days of the date of this Order.
4. The Terminix International Co., L.P. is hereby ordered to perform annual inspections of all properties under subterranean termite contract with said company.

It would appear to be in everyone's best interest to approve this settlement. Therefore, it is hereby Ordered that The Terminix International Co., L.P. comply with those provisions set out in paragraphs one through four above within the time specified above.

The failure of The Terminix International Co., L.P. to comply with these requirements within the time specified will cause the Order to be null and void and a formal hearing in this matter will be immediately convened.

Done and Ordered this 22nd day of April, 1997.


Jack Thompson, Commissioner
Department of Agriculture
and Industries

JAB/RJR/sb

cc: File

Terminix
Bloch 000216

Neu FAC Exhibit

PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT

5

MERRILL LEGAL SOLUTIONS
Court Reporting*Legal Videography*Trial Services

Page 1

1 CIRCUIT COURT OF CONWAY COUNTY, ARKANSAS
2
3 WILLIAM DICKENS and GAIL)
DICKENS,)
4 Plaintiffs,)
5 vs.) CASE NO. CV 2004-157
DIV 1
6 THE TERMINIX INTERNATIONAL)
COMPANY LIMITED)
7 PARTNERSHIP, TERMINIX)
INTERNATIONAL, INC.,)
8 TERMINIX OF MORRILTON,)
TERMINIX OF RUSSELLVILLE,)
9 TERMINIX OF CONWAY, IMBODEN)
CARPET & INTERIORS,)
10 Defendants.)

11
12
13 *****
ORAL AND VIDEOTAPED DEPOSITION OF

14 GERALD NOBLIN

15 February 13, 2008

16 *****

17
18
19 ORAL AND VIDEOTAPED DEPOSITION of GERALD
20 NOBLIN, produced as a witness at the instance of the
21 Plaintiffs, and duly sworn, was taken in the
22 above-styled and numbered cause on February 13, 2008,
23 from 11:16 a.m. to 4:07 p.m., before April L. Struck,
24 CSR in and for the State of Texas, reported by machine
25 shorthand, at the offices of Greatwide Dedicated

2100 3rd Avenue North, Suite 960*Birmingham, Al 35203*
1-800-888-DEPO

MERRILL LEGAL SOLUTIONS
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Page 16

1 A. Not that I recall.

2 Q. Did you have authority on your own in that
3 position to settle claims on behalf of the company?

4 A. Yes.

5 Q. Okay. So you could call somebody and -- and
6 cause a check to be issued in that position?

7 A. Correct.

8 Q. Okay. And in that position as auto and
9 general liability claim manager, did you also handle
10 claims that Terminix was asserting against others?

11 A. No.

12 Q. Okay. Was that handled by some other person
13 within risk management at the company or some other
14 organization within the company?

15 A. It would have been some other organization.
16 Would not involve risk management.

17 Q. So in -- in the risk management department
18 that you worked in in I believe four different
19 capacities that you've described in your deposition
20 testimony, were all of those jobs jobs where it
21 involved claims that people were asserting against a
22 ServiceMaster company rather than claims that
23 ServiceMaster might also be asserting against others?

24 A. Yes.

25 Q. Whose risk were they managing?

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Page 17

1 A. Service Master's.

2 Q. And, as a general philosophy, explain to us
3 what a risk management office does overall to try to
4 manage the risk of the organization they're
5 representing.

6 MR. CREAGH: Object to form. You can
7 answer.

8 A. Okay. A -- a risk management organization is
9 certainly concerned about -- about the losses that the
10 company is responsible for and -- and owes, whether --
11 whether it be an auto liability claim, a general
12 liability claim or a workers' compensation claim.

13 Also the risk management department
14 managed the safety aspect for the -- for the enterprise
15 to -- to make sure that the employees were safe while
16 they were on their job. And also risk management was
17 responsible for purchasing the insurance and managing
18 the insurance program that was used by the enterprise.

19 Q. And did it also perform that function that
20 you've just generally described when you were involved
21 as a termite claim manager?

22 A. I'm not sure I understand your question.

23 Q. Did -- did -- did the overall purpose for the
24 risk management organization differ from what you
25 described in any material way when you were involved in

MERRILL LEGAL SOLUTIONS
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Page 18

1 handling termite claims?

2 A. No. If I understand your question correctly.

3 Q. That reminds me, in your deposition today -- I
4 know you've given a number of others, six or seven.
5 But if I don't ask a question -- if you don't
6 understand a question that I ask, ask me to rephrase
7 it, and I'll do that.

8 A. Okay.

9 Q. If you don't hear, it ask me to repeat it, and
10 I'll repeat it.

11 A. Sure.

12 Q. If you give us an answer to the question, I'm
13 going to assume that you understood it.

14 You heard it and you --

15 A. I understand.

16 Q. -- intended to give the answer under oath that
17 you gave.

18 Also, one thing that would help the court
19 reporter a lot is we need to have a good transcript
20 where it goes question/answer question/answer and where
21 the answers are clear. I can't guarantee the questions
22 will be clear but -- so try to make sure that I
23 finished asking the question before you give an answer.
24 And when you do, give something that's clearly
25 affirmative like "yes," "no," "correct," "incorrect"

MERRILL LEGAL SOLUTIONS
Court Reporting*Legal Videography*Trial Services

Page 39

1 interesting. You said you had authority to pay for the
2 damage that was discovered in the Dickens house.

3 A. Correct.

4 Q. Who -- who gave you that authority?

5 A. ServiceMaster.

6 Q. Who at ServiceMaster?

7 A. I -- it was just part of the corporate --
8 corporate commitment that is -- is extended to
9 different levels within the company.

10 Q. What was -- well -- when you were the termite
11 damage claims manager, were you working for Terminix
12 International Limited Partnership?

13 A. I worked for ServiceMaster Consumer Services.

14 Q. ServiceMaster Consumer Services, is that a
15 limited partnership or corporation?

16 Or what -- what was their legal form?

17 A. I don't know what their legal form was.

18 Q. Well if -- if a termite contract was -- was
19 owned by Terminix International Limited Partnership --

20 A. Yes.

21 Q. -- why would ServiceMaster Consumer Services
22 be spending money to pay the obligations of Terminix
23 International, LP?

24 A. At that time Terminix, which it still is, is a
25 business unit of ServiceMaster. And the termite damage

MERRILL LEGAL SOLUTIONS
Court Reporting*Legal Videography*Trial Services

Page 40

1 claims resided inside the risk management department
2 for ServiceMaster. And there was only one risk
3 management organization for the enterprise at that
4 time.

5 Q. So the -- the -- there wasn't a distinguished
6 -- there wasn't anything done to distinguish between
7 separate legal entities for Terminix versus
8 ServiceMaster versus Merry Maid versus ChemLawn?

9 MR. CREAGH: Object to form.

10 A. Yeah. I'm not sure that I understand what
11 you're asking.

12 Q. (By Mr. Campbell) Was there -- was there --
13 did -- did you understand -- understand when you were
14 working for ServiceMaster Consumer Services as termite
15 department risk manager that Terminix International
16 Limited Partnership was a separate legal entity that
17 operated separately?

18 MR. CREAGH: Object to form.

19 A. I can't answer that question. I don't know.

20 Q. (By Mr. Campbell) But, as far as you did your
21 job on a day-to-day basis, ServiceMaster and Terminix
22 were treated as one and the same?

23 MR. CREAGH: Object to form.

24 A. Terminix was a separate business unit of
25 ServiceMaster. And beyond that I don't know how the --

MERRILL LEGAL SOLUTIONS
Court Reporting*Legal Videography*Trail Services

Page 41

1 the other functions operated.

2 Q. (By Mr. Campbell) Okay. What were the --
3 well, let me get back to this.

4 Part of Terminix's business, its
5 day-to-day business, was to investigate and pay termite
6 damage claims under their termite protection plan
7 guarantees. Correct?

8 A. Correct.

9 Q. Did you have any training as to what the
10 various guarantees that had been issued over the decade
11 by the corporation required the company to do?

12 A. No.

13 Q. Okay. Did you ever study the guarantee that
14 was issued to the Dickens to determine what the company
15 was obligated to provide them in the events of termite
16 damage?

17 A. No.

18 Q. Okay. Did you even know or do you even know
19 till today that the contract that Terminix issued to
20 the Dickens said that it was Terminix's obligation if
21 termite damage occurred to supervise repairs?

22 MR. CREAGH: Object to form, foundation,
23 mischaracterizes the evidence in this case.

24 A. I -- I don't know what the Dickens contract
25 said. I don't -- I don't recall seeing it.

MERRILL LEGAL SOLUTIONS
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Page 181

1 deposition officer at the time said testimony was
2 taken, the following includes counsel for all parties
3 of record:

4 Mr. Thomas Campbell, Attorney for Plaintiffs

5 Mr. David Creagh, Attorney for Defendant Terminix
6

7 That a copy of this certificate was
8 served on all parties shown herein and filed with the
9 Clerk.
10

11 I further certify that I am neither
12 counsel for, related to, nor employed by any of the
13 parties or attorneys in the action in which this
14 proceeding was taken, and further that I am not
15 financially or otherwise interested in the outcome of
16 the action.
17

18 Certified to by me this ____ day of
19 February, 2008.
20

21 April L. Struck, RPR, CSR 7535

Expiration Date: 12/31/2008

Merrill Legal Solutions

22 Firm Registration #191

4144 N. Central Expressway

23 Suite 850

Dallas, Texas 75204

24 (214) 720-4567
25

PLAINTIFF'S FIRST AMENDED
COMPLAINT

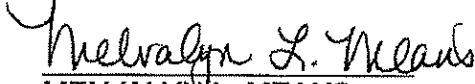
EXHIBIT

6

DECLARATION OF MELVALYN L. MEANS

1. My name is Melvalyn Means. I am over the age of nineteen (19). I am competent to make this declaration and make this declaration based on personal knowledge and information.
2. I am a paralegal with Campbell Law, A Professional Corporation. I am the paralegal assigned to the above styled matter.
3. Attached hereto as **Exhibit A** is a redacted copy of a ServiceMaster check that was received from Defendant in the Dickens v. Terminix settlement.

THE FOREGOING STATEMENTS ARE TRUE AND CORRECT AND MADE UNDER PENALTY OF PERJURY.


MELVALYN L. MEANS

Exhibit

A

CAMPBELL LAW PC
TRUST ACCOUNT
100 CONCOURSE PKWY SUITE 115
BIRMINGHAM, AL 35244
205-278-6650 FAX 205-278-6654

DEPOSIT TICKET

DATE 4-8-08
CHECKS AND OTHER ITEMS ARE RETURNED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF
THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

REGIONS
BANK

© HARLAND

☐ CURRENCY ☐ CASH
☐ CASH
C _____
H _____
E _____
C _____
K _____
S _____
TOTAL FROM REVERSE

\$

⑈8888888888⑈ 03 0500 0505⑈

Servicemaster. 360 Ridge Lake Blvd. Memphis, TN 38120-9417 (800) 901-5707		Check # 12072016 70-2382 719
Vendor 2124152	Date 03/27/08	Amount \$***

The Northern Trust Company
 Chicago, IL
 Payable Through
 Northern Trust Bank/Deposits
 Oakbrook Terrace, IL

WILLIAM AND GAIL DICKENS
 AND THEIR ATTORNEYS CAMPBELL LAW PC
 100 CONCOURSE PARKWAY STE 115
 BIRMINGHAM AL 35244

PAY TO THE ORDER OF:

Dana Lee
 Authorized Signature(s)
 VOID AFTER 90 DAYS

⑈12072016⑈ ⑈071923828⑈ ⑈47759⑈

PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT

7

TERMINIXTerminix International
PO Box 17167
Memphis, TN 38187

Don't leave your home without protection.
Return the attached Invoice before your Termite Contract expires.

Mr. Gerstenecker
7425 Leslie Dr
Edwardsville IL 62025-7735

7425 Leslie



Dear Gerstenecker Family:

You've worked hard to make 7425 Leslie a place you can call "home, sweet home." And the colonies of termites who are lurking around your property couldn't be more impressed.

In fact, when you consider their insatiable appetite for wood, drywall and anything else containing cellulose, the term "home, sweet home" takes on a new meaning. That's why we're urging you to act immediately to renew the Termite Service Contract on your property.

To continue your protection from costly termite reinfestation, please complete the brief Invoice below. Then mail it with payment in the envelope provided, making sure the local Terminix address shows through the window. And don't wait a moment longer.

The termites who selected 7425 Leslie in the first place did so for a reason. And the other termites in Edwardsville may be rubbing their feelers together right now at the thought of the delicacies in your home.

Should they locate a break in the chemical barrier around your home, or should the termiticide wear off, you can bet they will be by for dinner. And that's when you'll appreciate the benefits of your termite coverage even more.

You have the #1 threat to termites on your side.

While termites damage more homes each year than tornadoes, hurricanes, lightning and fires combined, Terminix is proud to have a similar effect upon the termite population. With every scientific breakthrough we've made since we began in 1927, we've given these creatures more reasons to hate us. The fact that we will guarantee to treat your home against reinfestation for as long as you own it is almost enough to spoil their appetites.

You have freedom from devastating "termite bills."

Paying \$1,000 or more to eliminate termites the first time was no picnic. And Terminix can make sure you'll never again be responsible for a bill like this. In fact, we will do whatever it takes to keep your home termite-free -- no matter how often you need service or how much it may cost us. Though your Terminix Service Contract covers bills that could total thousands of dollars, it costs only a little over 25 cents a day!

(over, please)

PLEASE DETACH AND RETURN PORTION BELOW

TERMINIX TERMITE CONTRACT RENEWAL INVOICE	
TOTAL AMOUNT DUE: \$40.00	
Please check method of payment below.	
<input type="checkbox"/> Check or money order enclosed, payable to Terminix International.	
Amount charged to: <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard	
Card number _____	
Card expiration date _____	
Cardholder signature _____	

You're entitled to top-quality service --
from folks who can empathize with your situation.

Dealing with termites can be unsettling, and we understand. After all, we've inspected and treated millions of homes -- some with problems a lot worse than yours. Our professional technicians have the training and tools to stop termites cold. What's more, they're the kind of people you can feel good about having in your home.

As a customer from Colorado wrote to us, her service person "arrived on time ... did the job with minimal havoc ... and cleaned up well afterwards." A client from Texas echoed the sentiments of many others when she applauded the "courteous and considerate" manners of her Terminix service professional.

You can call us toll-free day or night, any day of the year.

While we sincerely hope your home won't be infested on a national holiday, we have to be ready for anything in this business. That's why our friendly representatives are available to take your calls 24 hours a day, 365 days a year, at 1-800-TERMINIX.

Plus, you have the backing of a \$3.5 billion company --
and our exclusive guarantee.

You can rest assured that we have ample resources to handle your claims -- and that we'll be around to serve you in the future. After all, Terminix is part of ServiceMaster, a Fortune 500 company that's \$3.5 billion strong. And we stand firmly behind our money-back guarantee:

If you are ever dissatisfied with the quality of your protection from Terminix, you may have a complete refund of the unused portion of your Contract -- no questions asked.

While all of this service, expertise and commitment is very reassuring for you, it's disturbing enough for the neighborhood termites to stop them in mid-bite. But only for a moment. Because they're counting on you to let your Terminix Contract expire.

In fact, with only a few weeks remaining on your protection, you are leaving yourself open to the possibility of hosting greedy, six-legged house guests someday.

Don't give tiny, uninvited visitors the opportunity to eat you out of house and home. Renew your Termite Contract from Terminix ... today!

Sincerely,

Eugene D. Gauthreaux, Jr.

Eugene D. Gauthreaux, Jr.
President

P.S. Remember, if you simply "knock on wood" where termites are concerned, the wood may crumble before your eyes one day. So please -- renew your Terminix protection now by rushing us the attached Invoice.

R3-SL-695

Continuing your valuable protection is easy.

- 1 On the other side of this form, indicate whether you are paying the total amount due by check or money order, VISA or MasterCard.
- 2 If you are charging the amount, please provide your card number, expiration date and signature.
- 3 Then return this form with payment in the envelope provided. It's that simple.

So mail this Invoice
at once.



<div style="display: flex; justify-content: space-between;"> \$ PLUS—receive one year of protection FREE for each friend you refer. \$ </div>	
<p>For each person you recommend who becomes a Terminix termite control customer, we will pay your next annual renewal fee on your "Termite Contract." It's our way of thanking you for your support.</p> <p><i>To make additional referrals, please include information at right on a separate sheet of paper.</i></p> <p>THANK YOU.</p>	
<p>Friend's Name _____</p> <p>Address _____</p> <p>City _____ State _____ Zip Code _____</p> <p>Daytime Telephone Number _____</p>	
<p>Friend's Name _____</p> <p>Address _____</p> <p>City _____ State _____ Zip Code _____</p> <p>Daytime Telephone Number _____</p>	
<p><small>This valid with new estate transactions. Void where prohibited by law.</small></p>	

TERMINIX



Terminix International
PO Box 17167
Memphis, TN 38187

Don't risk losing your termite protection.
Renew your Contract today by returning the Invoice below.

Mr. Gerstenecker
7425 Leslie Dr
Edwardsville IL 62025-7735



Dear Gerstenecker Family:

Over the past year, you've been able to enjoy your home without a worry about termites -- thanks to the Terminix Service Contract in which you so wisely invested.

But only a few weeks are remaining on your Contract. And we're concerned that you haven't yet taken advantage of the opportunity you received earlier to continue this valuable protection.

So we're writing to remind you of just how easy -- and important -- it is to safeguard your budget and your home with a Terminix Service Contract.

All you need to do is complete, detach and return the Invoice below.
It's that simple to continue your coverage for another full year.

But please don't delay. By renewing your Termite Contract today, you'll ensure there will be no gap in your protection tomorrow. And you'll feel good knowing that you'll still be entitled to the full array of benefits you enjoy now.

We'll do everything necessary to keep your home termite-free.

While our treatment controlled the termites within your home, the other termites in Edwardsville have continued to multiply since then. Once the termiticide barrier is broken or worn away, your property could very likely be reinfested. That's why we will reinspect your home for termites as needed, or at your request. Our highly-trained professional technicians know where to look, what to look for, and what to do when they find trouble.

You'll receive reliable, top-quality service.

After more than 65 years of practical experience, laboratory study and field research, we have developed sophisticated treatment methods that stop termites cold. Yet we also recognize the value of common courtesies such as being on time. When you call for service from Terminix, our professional technicians will show up on schedule, and solve your problem as rapidly as possible.

You'll be free from bills that could run thousands of dollars.

One of our customers in Maryland saved over \$8,900 last year when we treated a particularly difficult infestation problem. While your savings will vary with the situation, in every case your Service Contract will pay 100% of the inspection and treatment costs. There are no deductibles and no special fees to surprise you.

(over, please)

PLEASE DETACH AND RETURN PORTION BELOW

You can call us toll-free at any time, and on any day of the year.

Should you have questions or comments about your protection, or should you misplace the local number to call for service, just dial 1-800-TERMINIX. Our friendly representatives are available to help you out 24 hours a day.

Plus, you can feel safer knowing Terminix is part of a \$3.5 billion company.

Terminix International is backed by the immense financial strength of ServiceMaster, a Fortune 500 company with offices around the world. And that means you can count on us to stand behind you and settle your claims promptly for many, many years to come!

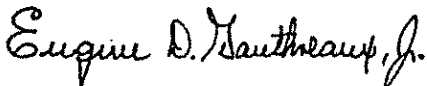
Remember, we are so qualified and so committed to control your termite problem, that we will continue to protect your home for as many years as you wish. You will never be "dropped" by Terminix as long as you maintain your Contract.

It all goes back to the fact that customer satisfaction has been our highest priority since we began in 1927. As a Contract owner from Woodbine, Maryland summed it up, "I have never had the pleasure of working with anyone as conscientious, personable and responsible ... [who] never fails to ... go the extra mile to make sure we are satisfied."

So please act now to renew your termite protection, before any more time goes by. Just detach the Invoice below, fill it out, and mail it with your payment in the envelope provided.

Do the right thing to protect your home, your budget and your peace of mind.

Sincerely,



Eugene D. Gauthreaux, Jr.
President

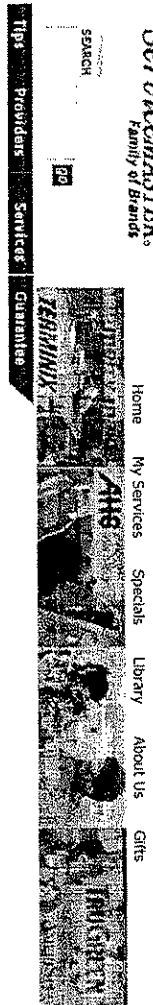
P.S. If you reply now, you will be sure to receive uninterrupted protection from termite treatment bills that average \$1,000 or more. So please return your completed Invoice today.

PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT

8

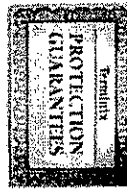
ServiceMASTER
Family of Brands



Guarantee

Terminix ProtectionSM Guarantees*

TERMINIX



- **100% Satisfaction, Period.** We'll use the most technologically advanced methods to protect your home, and we'll do it better than anyone else. You'll be satisfied or you'll get your money back. It's that simple.
- **"When you need us" service.** If you need us, call us. We'll have a solution for you within 24 hours.
- **More family-friendly and environmentally friendly treatment methods.** Rest easy: We have the resources to bring you effective treatments that focus on the well-being of your home and family, and the experts trained to use them correctly.
- **Unlimited lifetime damage repair with termite service.** Terminix promises that if there is ever any new termite activity, we'll re-treat promptly, at no extra cost. And if there's ever any new termite damage, you'll be covered for unlimited repairs for as long as you maintain your coverage.
- **Unlimited repeat service with pest service.** Terminix promises that if the pests come back, so will we. We'll return to treat for any covered pest you see - even between scheduled visits - at no added cost.

When all is said and done, your termite and pest control company should do one thing and one thing only: take care of your problem so you don't have to worry.

*See Service Agreement for additional details.

ServiceMASTER.

Corporate Home Page | Investor Relations | Careers | Press Room
Franchise Opportunities

Corporate Information

ServiceMaster.com
Contact Us | Privacy Policy | Help

ServiceMASTER

Terminix® Merry Maids® InGreen® ServiceMaster Clean®
InstaStain® Services Group American Home Shield® Furniture Medic® AmeriSpec®

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PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT

9

TERMINIX CONTRACT RENEWAL INVOICE

CONTRACT TYPE: Sentricon Protection
 CONTRACT NUMBER: 9959002112-220
 MONTH OF EXPIRATION: May, 2000

RENEWAL CHARGE: \$232.00
 SALES TAX: \$0.00

This invoice reflects payments received on or before March 1, 2000.

PROPERTY AT:
 16073 Gramercy
 San Leandro, CA 94546

TOTAL AMOUNT DUE: \$232.00	AMOUNT PAID:
----------------------------	--------------

Please Make Check Payable To: TERMINIX INTERNATIONAL 2159

FOR: 032399
 Bruce Whitney
 16073 Gramercy Dr.
 San Leandro, CA 94578-1110

FROM:
 Terminix International R
 14556 Wicks Blvd
 San Leandro, CA 94577-6714



PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

TERMINIX

DON'T RISK LOSING YOUR VALUABLE COVERAGE.
 RENEW YOUR CONTRACT TODAY.

Over the past year you have been able to enjoy your home without a worry, thanks to the Terminix Sentricon Protection contract in which you so wisely invested.

But your existing contract will soon expire. And we are concerned that you haven't yet taken advantage of the opportunity you received earlier to renew this valuable coverage.

To renew your contract for another year, all you need to do is complete, detach, and return the Invoice above. But please don't delay.

By renewing your contract today, you'll ensure that there will be no gap in your coverage tomorrow. And you'll feel good knowing that you'll still be entitled to the full array of benefits which you currently enjoy.

Property Covered:	Renewal Month:	Contract Number:	Total Amount Due:	Local Terminix Phone Number:
16073 Gramercy	May	9959002112-220	\$232.00	(510) 357-9102

R-2

\$50
\$50 OFF NEW PEST CONTROL SERVICE
\$50

Now you can save \$50 on your initial pest control service when you purchase an annual service agreement (offer excludes termite renewals). Professionally trained and insured technicians will solve your pest problems. Satisfaction guaranteed or your money back.

To arrange for service, call 1-800-TERMINIX. Ask for discount code PCI.

Single family homes only. Annual pest control agreement required for discount. Offer may vary with service frequency. Coupon must be presented at time of purchase. Valid only at participating locations. Not valid with any other offer. Offer expires June 30, 2000.

TERMINIX
No Bugs. No Hassles.

14556 Wicks Boulevard
San Leandro CA 94577-6714

Terminix International 2159
14556 Wicks Boulevard
San Leandro CA 94577-6714

████████████████████████████████████████████████████████████████████████████████

46.2.7995 1 AB 0.278 38072S11.000
Barbara Neu
16073 Gramercy Dr
San Leandro CA 94578-1110

████████████████████████████████████████████████████████████████████████████████

PLAN TYPE/NUMBER
Baiting Protection
9959002112

FOR PERIOD ENDING
May 2001

PREVIOUS BALANCE DUE .00

RENEWAL CHARGE 232.00

SALES TAX .00

TOTAL AMOUNT DUE 232.00

REPLY REQUESTED BY:
03/31/2001

Total amount due reflects payments made through 03/01/2001

PLEASE CHECK METHOD OF PAYMENT BELOW.

☐ Check or money order enclosed,
payable to Terminix International

Amount
charged to: ☐ VISA® ☐ MasterCard® ☐ DISCOVER®

Card number _____

Exp. date _____

Cardholder Signature _____

Detach and mail today.

**Don't risk losing your Termite Plan.
Renew your Plan today by returning the above Invoice.**

Dear Barbara Neu,

As a valued customer since May 1999, you know that renewing your Terminix Subterranean Termite Baiting Protection Plan now is your best defense against the threat of subterranean termite infestations.

By returning this notice along with your payment, you're regaining the security that you won't have to pay for new subterranean termite-related repair and re-treatment bills, which could escalate into thousands of dollars. And, the renewal fee is minimal compared to the original installation price you may have paid.

Plus, as always, you'll receive periodic monitoring of termite bait stations by trained Terminix service professionals and free repairs for any new subterranean termite-related damage. You'll also get free termite re-inspections at your convenience.

When Terminix service professionals examine your home for subterranean termites, you have the comfort that is associated with having your home inspected by the nation's leading termite control company.

What's more, Terminix stands behind our Subterranean Termite Baiting Protection Plan with total satisfaction guaranteed or your money back. That means, if you're ever dissatisfied with the quality of service we provide, we'll work to resolve the issue to your satisfaction or give you a prorated refund of your last prepaid annual termite renewal fee—no questions asked.

Why wait any longer. Just complete the top portion of this invoice and return it with your choice of payment today. If you have any questions regarding your Terminix Subterranean Termite Baiting Protection Plan, call us anytime at 510-357-9102.

We're looking forward to another year of helping to defend your home.

Sincerely,

Larry Haberkern

Larry Haberkern
Your Terminix Manager

P.S. Find out how you can receive up to \$100 credit to be applied towards your renewal fee! See other side for details.

(over, please)

TERMINIXTerminix International
P.O. Box 17167
Memphis, TN 38187

Enjoy guaranteed defense from future termite problems ...with warm wishes from your friends at Terminix.

0007175

Barbara Neu
16073 Gramercy Dr
San Leandro, CA 94578-1110



Dear Terminix Customer,

Thank you for choosing to renew your Terminix Termite Baiting System Plan. You made a wise decision that will help safeguard your budget, your peace of mind, and the investment you have made in your home. As the company that pioneered termite control in 1927 — and the world leader in termite control today — we are pleased to service your home with the Terminix Termite Baiting System Program.

This means that throughout the coming year, we will periodically monitor the bait stations that have been installed to help protect your property. In addition to the periodic monitoring of the stations, Terminix will provide any further Terminix Termite Baiting System treatment found necessary by Terminix at no cost to you. The Terms and Conditions on the enclosed Contract Summary provide a brief summary of the main features of your Terminix Termite Baiting System Plan. Please refer to your original Terminix Termite Baiting System Plan for the full details, terms and conditions.

Please review the enclosed document, and keep it in a safe place.

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Should you need service, just call your local Terminix center —
or dial our 24-hour "hotline": 1-800-TERMINIX (1-800-837-6464).

We're available at this toll-free number day and night, 365 days a year, to answer your questions and take service requests.

We appreciate the confidence you have placed in Terminix, and we look forward to serving you in the months and years to come.

Most sincerely,



Albert Cantu
President

R



007175-014349

TMX-GUAR-501

TERMINIX

TERMITE GUARANTEE

FOR:

Barbara Neu
16073 Gramercy Dr
San Leandro, CA 94578-1110

CONCERNING PROPERTY AT:

16073 GRAMERCY
SAN LEANDRO, CA 94546



TERMITE PLAN NUMBER:

2159-9959002112

TERMITE PLAN BEGINS:

June 01, 2001

TERMITE PLAN EXPIRES:

May 31, 2002

REPAIR EFFECTIVE DATE:

November 30, 1999

SUMMARY OF CERTAIN TERMS AND CONDITIONS OF YOUR VALUABLE TERMITE PLAN

Terminix will provide the necessary service to help protect the identified property against the attack of subterranean termites. The Terminix Termite Baiting System Protection Plan does not protect against aerial infestations of any kind, drywood termites, or other wood-destroying insects or organisms.

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Any claim under the Terminix Termite Baiting System Protection Plan must be made to Terminix during the Plan term or any extension thereof. Terminix is only obligated to make repairs under the Plan if a valid claim is made after the Repair Effective Date during the Plan term, including any extension thereof, and Purchaser must allow Terminix timely access to the Structures for any purpose contemplated by the Plan, including but not limited to reinspections, whether the inspection was requested by the Purchaser or considered necessary by Terminix.

Unless live subterranean termites are found in the damage area, the termite damage discovered is old damage and is not covered under the Plan.

See your Terminix Termite Baiting System Protection Plan for additional conditions and limitations, which are incorporated herein by reference, and which shall control in the event of any conflict with this Summary. The Terminix Termite Baiting System Protection Plan provides for arbitration of any controversy or claim arising out of or relating to the Plan. A copy of the Plan is available from your local Terminix Service Center.

TO RECEIVE SERVICE, CONTACT YOUR LOCAL TERMINIX CENTER
OR CALL 24 HOURS: 1-800-TERMINIX (1-800-837-6464).

Our representatives can take your questions, comments and service requests at this toll-free number, 365 days a year.
IMPORTANT: Please keep this document in a safe place; you may need to present it at the time of service.



007175-014350

TERMINIXTerminix International
P.O. Box 17167
Memphis, TN 38187

Enjoy guaranteed defense from future termite problems ...with warm wishes from your friends at Terminix.

0004311

Barbara Neu
16073 Gramercy Dr
San Leandro, CA 94578-1110



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Thank you for choosing to renew your Terminix Termite Baiting System Plan. You made a wise decision that will help safeguard your budget, your peace of mind, and the investment you have made in your home. As the company that pioneered termite control in 1927 — and the world leader in termite control today — we are pleased to service your home with the Terminix Termite Baiting System Program.

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The option of annually extending your Terminix Termite Baiting System Plan is particularly attractive when you consider how subterranean termites operate. While our state of the art termite baiting system helps protect your property, the natural foraging behavior of termite colonies presents a continuous risk to your home and may make the installation of additional termite bait stations or other termite control measures necessary in the future. Best of all, as long as you maintain your Terminix Termite Baiting System Plan, termite reinspections and Terminix Termite Baiting System treatment found necessary by Terminix are free (see original Terminix Termite Baiting System Plan for details).

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We appreciate the confidence you have placed in Terminix, and we look forward to serving you in the months and years to come.

Most sincerely,



Albert Centu
President



004311-008621

TMX-SUAR-501

TERMINIX

TERMITE GUARANTEE

FOR:

Barbara Neu
16073 Gramercy Dr.
San Leandro, CA 94578-1110

CONCERNING PROPERTY AT:

16073 GRAMERCY
SAN LEANDRO, CA 94546



TERMITE PLAN NUMBER:

2159-9959002112

TERMITE PLAN BEGINS:

June 01, 2002

TERMITE PLAN EXPIRES:

May 31, 2003

REPAIR EFFECTIVE DATE:

November 30, 1999

SUMMARY OF CERTAIN TERMS AND CONDITIONS OF YOUR VALUABLE TERMITE PLAN

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OR CALL 24 HOURS: 1-800-TERMINIX (1-800-837-6464).

Our representatives can take your questions, comments and service requests at this toll-free number, 365 days a year.
IMPORTANT: Please keep this document in a safe place; you may need to present it at the time of service.



004311-008622

Termite Plan Renewal Invoice

14558 WICKS BLVD
SAN LEANDRO CA 94577-6714

Lock in your renewal rate for 2 years and you will realize a 10% discount off of the second year. Please mail your check for \$440.80, which reflects this discount.

ACCOUNT INQUIRIES

Choose a convenient method of contacting us today!

Service Center: 2159 SAN LEANDRO CA
Local Office: (510) 357-9102
Toll Free: 1-800-TERMINIX
E-Mail: TMX2159@TERMINIX.COM

Reply by 02/28/2003

64.1472 48960511.XXX
Barbara Neu
16073 Gramercy Dr
San Leandro CA 94578-1110



Important Message: Please retain the top portion of the renewal invoice for your records. Your guarantee will be mailed to you within 60 days after receipt of payment.

RENEWAL SUMMARY

Plan Type:	Baiting Protection
Customer No:	536681
Plan Period:	05/01/2003 - 05/31/2004
Property Served:	16073 Gramercy San Leandro, CA 94546
Current Renewal Charges:	\$ 232.00
Additional Charges/Credits:	\$ 0.00
Sales Tax:	\$ 0.00
TOTAL DUE:	\$ 232.00

It's time to renew your Terminix Termite Plan.

Simply complete and return the above invoice.

Dear Barbara Neu,

You made a wise decision by selecting Terminix to help defend your home from subterranean termites. To keep winning your fight against these destructive pests, it's important for you to renew your valuable subterranean termite baiting service by returning this renewal notice along with your payment.

Without this renewal, you'll no longer receive the benefits of our Terminix Subterranean Termite Baiting Program, and your home may be at increased risk of subterranean termite infestation. Not to mention, if you let your Terminix termite baiting service lapse, you will also be at risk—of potential repair and re-treatment bills, which could escalate into thousands of dollars.

Renewing your Terminix Subterranean Termite Baiting Protection Plan now, assures you uninterrupted subterranean termite service by the nation's leading termite control company. And, the renewal fee is minimal compared to the original installation price you may have paid. Plus, you'll avoid potential repair and re-treatment costs associated with new subterranean termite infestations.

Mail your payment today, and you'll secure these exceptional Terminix benefits:

- Periodic monitoring of termite bait stations by trained Terminix service professionals
- Free repairs for any new subterranean termite-related damage
- Free re-treatment of subterranean termite infestations
- Free termite re-inspections at your convenience
- Satisfaction guaranteed or your money back—If you're ever dissatisfied with the quality of service we provide, we'll work to resolve the issue to your satisfaction or give you a prorated refund of your last prepaid annual termite renewal fee—no questions asked.
- Easy payment options—DISCOVER®, VISA®, MasterCard®, American Express®, check or money order

Just return the bottom portion of this renewal notice along with your choice of payment, to continue your Terminix Subterranean Termite Baiting Program. And, if you have any questions regarding your Terminix Subterranean Termite Baiting Protection Plan, call us anytime at 510-357-9102.

Thank you for choosing Terminix to help defend your home against subterranean termites once again.

Sincerely,

Larry E Haberkern
Larry E Haberkern
Your Terminix Manager

*did 2 years
for
\$440.80
on MC*

1-800-TERMINIX

No Bugs. No Hassles.
terminix.com

This invoice reflects payments received by 01/31/2003. If you have not paid your renewal charge, please mail your payment today.

Please detach and return bottom portion along with your payment in the enclosed envelope. Thank You!

S.1.3

TERMINIXTerminix International
P.O. Box 17107
Memphis, TN 38107

Enjoy guaranteed defense from future termite problems ...with warm wishes from your friends at Terminix.

212-1-52995 49144511.ocs
Barbara Neu
16073 Gramercy Dr
San Leandro CA 94578-1110

████████████████████████████████████████████████████████████████████████████████

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We appreciate the confidence you have placed in Terminix, and we look forward to serving you in the months and years to come.

Most sincerely,



Albert Cantu
President



74X GUAR 501

TERMINIX

TERMITE GUARANTEE

FOR:

Barbara Neu
16073 Gramercy Dr
San Leandro CA 94578-1110

CONCERNING PROPERTY AT:

16073 GRAMERCY
SAN LEANDRO CA 94546



TERMITE PLAN NUMBER:

2159 - 613053

TERMITE PLAN BEGINS:

05/01/2003

TERMITE PLAN EXPIRES:

05/31/2004

REPAIR EFFECTIVE DATE:

05/01/1999

SUMMARY OF CERTAIN TERMS AND CONDITIONS OF YOUR VALUABLE TERMITE PLAN

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Termite Plan Renewal Invoice

14558 WICKS BLVD
SAN LEANDRO CA 94577-6714

Lock in your renewal rate for 2 years and you will realize a 10% discount off of the second year. Please mail your check for \$232.00, which reflects this discount.

ACCOUNT INQUIRIES

Choose a convenient method of contacting us today!
Service Center: 2159 SAN LEANDRO CA
Local Office: (510) 357-9102
Toll Free: 1-800-TERMINIX
E-Mail: TMX2159@TERMINIX.COM

Reply by 02/29/2004

143.45471 AT 0202.56839511.txt
Barbara Neu
16073 Gramercy Dr
San Leandro CA 94578-1110

|||||

RENEWAL SUMMARY

Plan Type:	Baiting Protection
Customer No:	536681
Plan Period:	05/01/2004 - 05/31/2005
Property Served:	16073 Gramercy San Leandro, CA 94577
Current Renewal Charges:	\$ 232.00
Additional Charges/Credits:	\$ 208.80-
Sales Tax:	\$ 0.00
TOTAL DUE:	\$ 23.20

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Simply complete and return the invoice below.

Dear Barbara Neu,

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- Free termite re-inspections at your convenience
- Satisfaction guaranteed or your money back—If you're ever dissatisfied with the quality of service we provide, we'll work to resolve the issue to your satisfaction or give you a prorated refund of your last prepaid annual termite renewal fee—no questions asked.
- Easy payment options—DISCOVER®, VISA®, MasterCard®, American Express®, SEARS, check or money order

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Thank you for choosing Terminix to help defend your home against subterranean termites once again.

Sincerely,

Larry E Haberkern
Larry E Haberkern
Your Terminix Manager

2-12-04 wrote them about having paid already. Am insulted and not appreciative

1-800-TERMINIX

No Bugs. No Hassles.
terminix.com

This invoice reflects payments received by 01/27/2004. If you have not paid your renewal charge, please mail your payment today.

Please detach and return bottom portion along with your payment in the enclosed envelope. Thank You!

S 1.1

Terms and Conditions

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible visible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage, including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph. If X (circled or not) appears on the graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

TERMINIX INSPECTION GRAPH

OWNER'S NAME East Bay Home OCCUPANT Home
 TREATING ADDRESS 16078 Loma Vista CITY San Francisco STATE CA
 HOME PHONE 278 6079 BUSINESS PHONE _____ INSPECTED BY Terminix

<input type="checkbox"/> INSPECTION NOTICE
LOCATION POSTED: _____
DATED: _____
<input type="checkbox"/> TREATMENT NOTICE
LOCATION POSTED: _____
DATED: _____

LINEAL FOOTAGE 152 BUILT PRE 1985? ☒ YES ☐ NO YEAR BUILT: 1965
 DEPTH TO FOOTER _____, Front= _____, Right= _____, Rear= _____, Left= _____

TERMINIX MANAGER ACCEPTANCE BY: _____

DATE: _____

Roof Type: Asphalt Ratio: _____
 Siding: Stucco
 Primary Use: Single Family

Inspected in 80-5-00
Found no signs of termite activity

SCALE: ☐ 1:1 ☒ OTHER 1:1

CUSTOMER SIGNATURE ON REVISED COPY
 Date: _____ By: _____

<input type="checkbox"/> PREVENTIVE TREATMENT OR CONTROL	KEY TO EVIDENCE OF:	<input type="checkbox"/> SUBTERRANEAN TERMITES = X <input type="checkbox"/> DRYWOOD TERMITES = K <input type="checkbox"/> DAMPWOOD TERMITES = Z <input type="checkbox"/> EXISTING DAMAGE = <input checked="" type="checkbox"/> <input type="checkbox"/> FORMOSAN TERMITES = C	<input type="checkbox"/> POWDER-POST BEETLES = PPB <input type="checkbox"/> WOOD BORING BEETLES = WB <input type="checkbox"/> FUNGUS = F <input type="checkbox"/> WELL/CISTERN = W/C <input type="checkbox"/> POSSIBLE HIDDEN DAMAGE = PHD	<input type="checkbox"/> CARPENTER ANTS = CA <input type="checkbox"/> CELLULOSE DEBRIS = CD <input type="checkbox"/> EXCESSIVE MOISTURE = EM <input type="checkbox"/> FAULTY GRADE = FG <input type="checkbox"/> EARTH-WOOD CONTACTS = EC <input type="checkbox"/> INACCESSIBLE AREAS = IA <input type="checkbox"/> SUPPORTED SLAB
----------------------------------------------------------	---------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

TYPE OF CONSTRUCTION: ☐ CRAWL SPACE ☐ BASEMENT ☐ MONOLITHIC SLAB ☐ FLOATING SLAB
 TYPE OF FOUNDATION: ☐ CONCRETE ☐ HOLLOW BLOCK ☐ BRICK ☐ STONE ☐ OTHER _____
 PROPERTY HAS A: 1. WELL ☐ YES ☐ NO 2. CISTERN ☐ YES ☐ NO 3. SUMP PUMP ☐ YES ☐ NO 4. FRENCH DRAIN ☐ YES ☐ NO
 5. STUCCO BELOW GRADE ☐ YES ☐ NO 6. "RIGID FOAM INSULATION" BELOW GRADE ☐ YES ☐ NO
 7. A/C - HEAT DUCTS IN OR BELOW SLAB ☐ YES ☐ NO 8. PLENUM A/C - HEAT SYSTEM ☐ YES ☐ NO 9. RADIANT HEAT ☐ YES ☐ NO
 10. VISIBLE POND, LAKE, STREAM OR WATERWAY ☐ YES ☐ NO

CIRCLED SYMBOL REPRESENTS DAMAGE FROM THIS PEST, (EXAMPLE, (X), (E), etc.)

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

CONTROL TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

BY: Terminix DATE: 10/27/00

BY: _____ DATE: _____

THE ABOVE GRAPH, AND THE AREAS CONTAINING VISIBLE EVIDENCE OR DAMAGE, HAVE BEEN DESCRIBED TO ME AND ARE AFFIRMED BY ME AS OWNER OR AGENT OF THE ABOVE PROPERTY. I ALSO AFFIRM THAT I UNDERSTAND THAT TERMINIX IS NOT LIABLE FOR HIDDEN DAMAGE WHICH IS CONCEALED, OBSTRUCTED OR INACCESSIBLE TO THE INSPECTOR, AND I AGREE TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS GRAPH.

DATE: 10-27-00 BY: Terminix

TERMINIX INSPECTION GRAPH

OWNER'S NAME Barbara Neu OCCUPANT Same 71577
 TREATING ADDRESS 16073 Gramercy Dr CITY San Leandro STATE CA
 HOME PHONE 278 6679 BUSINESS PHONE _____ INSPECTED BY Dennis Smith
 LINEAL FOOTAGE 156 BUILT PRE 1985? ☒ YES ☐ NO YEAR BUILT: 1950
 DEPTH TO FOOTER 1 ft Front= 1 ft Right= 1 ft Rear= 1 ft Left= 1 ft

INSPECTION NOTICE	
LOCATION POSTED: <u>5/2/07</u>	
DATED: <u>10/16/07</u>	
TREATMENT NOTICE	
LOCATION POSTED: _____	
DATED: _____	

TERMINIX MANAGER ACCEPTANCE BY: _____

DATE: _____

Roof Type: <u>Asphalt</u>	
Siding: <u>Stucco</u>	
Primary Use: <u>Residential</u>	

Note "Hazard" Locations on Graph: ☐ Water Shut-off Valve (WS) ☐ Gas Meter (GM)
☐ Sprinkler System Shut-off Valve (SSP) ☐ Exterior Natural Gas BBQ Grill/Fixture (NGP)

Dennis Smith
 INSPECTOR'S SIGNATURE
 CUSTOMER'S SIGNATURE

COMMENTS: no visible damage

PROPERTY NAME AND ADDRESS
 BARBARA NEU
 16073 GRAMERCY
 SAN LEANDRO, CA 94577
 YOU MAY CONTACT: 2116 CROFT BLVD.
 YOUR TERMINIX: HAYWARD, CA 94545
 REPRESENTATIVE AT: (510) 732-1686

TERMINITE EVIDENCE
 NONE LOC. _____ SWAMPERS LOC. _____
 TUNNELS LOC. _____ OTHER LOC. _____
 PELLETS LOC. _____

PERIOD COVERED
 NO YR MO YR
 05 2004 05 2005

AMOUNT PAID
 0

3. COPY)
 BUILT SA # NO # CUS # SVC Line Phone #
 2159 613053 1006265034 536661 TR68 (510) 270-6679
 EXTRA

TERMINIX REINSPECTION SERVICE REPORT

Planned Date... 10/27/04
 Sched. Time... 15:00

Terms and Conditions

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible visible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage, including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph. If X (circled or not) appears on the graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.



SURVEY OF CONDITIONS FAVORABLE TO SUBTERRANEAN TERMITES

NAME: Barbara NeenADDRESS: 16373 Granada, San Leandro, CA 94587HOME PHONE: 708-278-6179

WORK PHONE: _____

A. The following conditions are hazards which may lead to termite infestation or limit the effectiveness of control measures. It is recommended that any condition checked "YES" below be corrected or treated to Terminix or State standards.

EXTERIOR:**YES**

- ☐ 1. Wood siding less than 3" from soil
- ☐ 2. Brick/Stone veneer extends below grade
- ☐ 3. Stump or woodpile close to structure
- ☐ 4. Dirt-filled porch
- ☐ 5. Attached slab patio, walk, or drive
- ☐ 6. Crack in foundation
- ☐ 7. Wood fence or trellis attached to structure
- ☒ 8. Wood porch/deck attached to structure
- ☐ 9. Dense vine/vegetation growth on structure
- ☐ 10. Other: _____

INTERIOR:**YES**

- ☐ 11. Wood window/door frame below ground
- ☐ 12. Wood post or partition wall embedded in concrete
- ☐ 13. Joist or girder inset into foundation wall
- ☐ 14. Floor joist at or below grade level
- ☐ 15. Wood flooring over concrete slab
- ☐ 16. Hollow block foundation or piers
- ☐ 17. Inadequate ventilation in crawl space
- ☒ 18. Wood debris on soil in crawl space
- ☐ 19. Other: _____

B. Any condition checked "YES" below must be corrected to Terminix or State standards to qualify for any Terminix Termite Plan.

YES

- ☐ 1. Inaccessible subarea (no access)
- ☐ 2. Less than 14" from floor joist to soil, and limiting inspection and treatment
- ☐ 3. A moisture hazard such as standing water or poor drainage (toward or under structure)
- ☐ 4. Rigid Board Insulation, Dri-Vit or "EFS" less than 3" above grade or State minimum standards.

C. If any of the following conditions are checked "YES" the property will qualify for a Service Plan (no damage repair) only, provided the structure meets other qualifications applicable to any Terminix Plan.

YES Initials

- ☐ 1. Slabs with [] Radiant heat or [] HVAC ducts, embedded or beneath the concrete floor
- ☐ 2. Rigid Board Insulation, EFS or Dri-Vit (provided it is at least 3" above grade level).
- ☐ 3. Wood flooring on/over concrete slab exceeds 10% of ground level slab of living area.

If checked "YES" below, the following condition must be corrected to Terminix or State standards to qualify for a Terminix Protection Plan.

YES Initials

- ☐ 4. Earth to wood contact

D. If any of the following conditions are checked "YES" the property will qualify for a Terminix Bait System only.

YES

- ☐ 1. HVAC ducts embedded in or below slab floors
- ☐ 2. Radiant heat pipes embedded in or below concrete slab floors
- ☐ 3. French drain system along exterior of foundation
- ☐ 4. French drain system or sump pump along interior of foundation
- ☐ 5. Water well or cistern is located less than 50 feet from the structure. [100 feet in Pennsylvania]
- ☐ 6. Structure is within 50 feet of a waterway, stream, lake, pond, canal, river, creek, ocean, etc. [200 feet in Pennsylvania]
- ☒ 7. Stucco extends below grade level.
- ☐ 8. Plenum HVAC system

Any findings on this survey of conditions favorable to subterranean termites, reflects evidence that was visible and accessible at the time of the inspection. This form is for informational purposes only and is not to be used for real estate closings or relied upon by anyone other than the current owner of the property.

Molds, sometimes called "mildew", are not wood destroying insects or organisms. Nor are they conditions conducive to infestation or infection by wood destroying insects or organisms. Pest management companies, such as Terminix, are not qualified nor do they have a duty to inspect for or report the presence of these molds or "mildews".

Terminix Representative: Dennis Samuel12/16/04Purchaser: Barbara Neen12/16/04

www.terminix.com
Key #32392 REV. 4/04 R/P 40X
©2004 The Terminix International Company L.P.

WHITE COPY-OFFICE

YELLOW COPY-CUSTOMER

terminix invoice

PLEASE PAY BY FIRST OF 1-3 MONTHS

12-04

Date Printed: 12/16/04

TERMINIX INTERNATIONAL
21216 CABOT BLVD.
HAYWARD, CA 94543

(510) 732-1333

BARRARA NEU
16073 GRANERCY
SAN LEANORO, CA 94577

Regular

Cus #. 536681
SA #. 613053
UC #. 93455632

Prem #. 9959362112

Total
Due
Amount
Paid

☐ Cash ☐ Check

Return this top portion with payment. Please align address in envelope window.

Service/Inspection Report
☐ Initial Service ☒ Regular Service

Branch	Account	RL	Telephone	Grid	Production	Time Scheduled	In/Out
2159	536681	P76	(510) 732-6674 (510) 732-1483	391F3	36.00	12/16/04 23-4TH	9:30 10:20

Service Property At	Service Center
BARRARA NEU 16073 GRANERCY SAN LEANORO, CA 94577 Prem # 9959362112 UC # 93455632	TERMINIX INTERNATIONAL 21216 CABOT BLVD. HAYWARD, CA 94543

Operator Name & Certification Number
JUAN L. SALINAS

Supervisor Name & Certification Number
JARDINE, GARYL E.

Today Terminix inspected 2 "in ground" Termite Baiting stations located at the above address and either found or performed the following as indicated:

Today Terminix inspected 2 "above ground" Recruit AG station(s) located at the above address and either found or performed the following as indicated:

<input checked="" type="checkbox"/> Initial installation of <u>2</u> stations <input checked="" type="checkbox"/> No Termite activity found in stations <input type="checkbox"/> Termite activity found in <u>0</u> station(s) Station #(s): _____ <input type="checkbox"/> Recruit Baitube* placed in station #(s) <u>2</u> <input type="checkbox"/> Replaced Recruit Baitube in station #(s) _____ Total Recruit Baitubes placed: _____ <input type="checkbox"/> Recruit II, EPA #62719-272 (0.5% Hexaflumuron), 35 grams <input type="checkbox"/> Recruit III, EPA #62719-453 (0.5% Noviflumuron), 35 grams <input checked="" type="checkbox"/> Target Pest = Subterranean Termites <input type="checkbox"/> Ants (Infesting Stations) <input checked="" type="checkbox"/> Reticulitermes spp. <input type="checkbox"/> Heterotermes spp. <input type="checkbox"/> Coptotermes formosanus <input type="checkbox"/> Installed <u>0</u> auxiliary station(s) Station #(s): _____ <input type="checkbox"/> Removed Recruit-II Baitube and reinstalled monitoring devices in Station #(s) <u>0</u> <input type="checkbox"/> Replaced <u>0</u> damaged station #(s) _____ <input type="checkbox"/> Removed and/or relocated station #(s) <u>0</u> Comments: <u>No Activity</u>	<input type="checkbox"/> Initial installation of <u>0</u> Recruit AG station(s) Location(s): _____ <input type="checkbox"/> Added supplemental Recruit AG to station #(s) _____ Total Recruit AG Stations placed or added: <u>2</u> <input type="checkbox"/> Recruit II AG, EPA #62719-270 (0.5% Hexaflumuron), 70 grams <input type="checkbox"/> Recruit III AG, EPA #62719-454 (0.5% Noviflumuron), 70 grams Target Pest = Subterranean Termites <input type="checkbox"/> Reticulitermes spp. <input type="checkbox"/> Heterotermes spp. <input type="checkbox"/> Coptotermes formosanus <input type="checkbox"/> No Termite activity found in Recruit AG station(s) <input type="checkbox"/> Termite activity found in <u>2</u> Recruit AG station #(s) _____ <input type="checkbox"/> Installed <u>0</u> additional (new) Recruit AG station(s) Station #(s): _____ Location(s): _____ <input type="checkbox"/> Removed and/or relocated <u>0</u> Recruit AG station(s) Station #(s): _____ Location(s): _____ <input type="checkbox"/> Maxforce FG Insect Bait, EPA # 64246-9 1% Hydramethylnon, <u>0</u> ounces applied. <input type="checkbox"/> Advance Granular Ant Bait, EPA # 499-270 0.011% Abamectin, <u>0</u> ounces applied. <input type="checkbox"/> NonGuard Ant Repellent, EPA # 7493-1 0.64% Capsaicin, <u>0</u> ounces applied.
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*Trademark of DowElanco

Customer's Signature

Service Technician's Signature

Date

Special Service Instructions: ☒ Treat for infestation/Prevention or inspect areas indicated.

SEINTRICON MUST BE USED WITH BAY B4 SMC 703-148
REMAIN MONTHLY, DUE TO ABS ORS FOR OVER 6 MONTHS

THIS
Next Service Date: 1/1/05

UPON REQUEST TERMINIX WILL PROVIDE THE PURCHASER WITH A COPY OF THE MANUFACTURER'S SPECIMEN LABEL OF THE PESTICIDE(S) WHICH ARE USED TO TREAT THE PREMISES.

UNRESOLVED PROBLEMS?
CALL 1-800-TERMINIX (1-800-637-6464)

Amount Paid

☐ Check ☐ Cash

(R. COPY)

TERMINIX REINSPECTION SERVICE REPORT

Unit SA # WO #
 2159 611053 1006265035
 CUS # SVC Line Phone #
 536681 TB65 (510) 278-6679

Planned Date... 12/16/04
 Sched FTime... 9:00

CUSTOMER NAME AND ADDRESS

BARBARA NEU
 16073 GRANERCY
 SAN LEANDRO, CA 94577

PROPERTY NAME AND ADDRESS

BARBARA NEU
 16073 GRANERCY
 SAN LEANDRO, CA 94577

YOU MAY CONTACT
 YOUR TERMINIX
 REPRESENTATIVE AT
 (510) 732-1686

SAN LEANDRO 2159
 21216 CAROT BLVD.
 HAYWARD, CA 94545

TERMINIX EVIDENCE

NONR Loc. 819
 TUNNELS Loc. 819
 PELLETS Loc. 819

SPRINKERS Loc. 819
 OTHER Loc. 819
 X 819 Loc. 819

AMOUNT PAID			
0			
PERIOD COVERED			
MO	YR	MO	YR
05	2004	05	2005

COMMENTS: old San Leandro HEAVY damage. See after
for full extension

David S. S. O.
 INSPECTOR'S SIGNATURE

12/16/04
 DATE

CUSTOMER'S SIGNATURE

DATE

21216 CARIOT BLVD.
HAYWARD CA 94545-1647

Lock in your renewal rate for 2 years and you will realize a 10% discount off of the second year. Please mail your check for \$507.30, which reflects this discount.

ACCOUNT INQUIRIES

Choose a convenient method of contacting us today!

Service Center: 2159-HAYWARD CA
Local Office: (510)732-1686
Toll Free: 1-800-TERMINIX
E-Mail: TMX2159@TERMINIX.COM

Reply by 04/30/2005

22146643 AT 0292 65540511 Lari
Barbara Neu
16073 Gramercy Drive
San Leandro CA 94578-1110

|||||

RENEWAL SUMMARY

Plan Type: Baiting Protection
Customer No: 536681
Plan Period: 05/01/2005 - 05/31/2006
Property Served: 16073 Gramercy Drive San Leandro, CA 94578

Current Renewal Charges: \$ 267.00
Additional Charges/Credits: \$ 0.00
Sales Tax: \$ 0.00
TOTAL DUE: \$ 267.00

Important Message: Please retain the top portion of the renewal invoice for your records. Your guarantee will be mailed to you within 60 days after receipt of payment.

Caution - Your Terminix Termite Plan is scheduled to Expire!

Dear Barbara Neu,

Please be aware that if you haven't returned your payment to renew your Terminix Subterranean Termite Baiting Protection Plan, your home may be at risk. Rush the bottom portion of this renewal notice with your payment to us today, and we'll continue to help defend your most valuable investment.

What's the hurry? If you let your Terminix Subterranean Termite Baiting Program lapse, you could face large, out-of-pocket expenses. And, your homeowners insurance probably doesn't cover termite-related damage.

By disregarding your Terminix Subterranean Termite Baiting Protection Plan renewal, you may leave yourself responsible for paying bills related to:

- Re-treatment of subterranean termite infestations (FREE with your paid Terminix renewal!)
- Repairs for new subterranean termite-related damage (FREE with your paid Terminix renewal!)
- Periodic termite re-inspections (FREE with your paid Terminix renewal!)

Not to mention, you won't have the comfort of working with the nation's leading termite control company, or a Subterranean Termite Baiting Protection Plan supported by Terminix.

Don't let down your guard! Subterranean termites never stop in their search for food, and without Terminix, the damage they cause can go undetected until it's not just a nuisance... it's a severe problem.

Please take this opportunity to continue to help defend your home and protect your finances. Your Terminix Subterranean Termite Baiting Protection Plan renewal fee is minimal compared to the original installation price you may have paid. Plus, you'll avoid potential repair and re-treatment costs associated with new subterranean termite infestations.

Fill out the bottom portion of this renewal notice and return it along with your choice of payment today. If you have any questions regarding your Terminix Subterranean Termite Baiting Protection Plan, call us anytime at 510-732-1686.

Sincerely,

Ernest J Walker

Ernest J Walker
Your Terminix Manager

1-800-TERMINIX

No Bugs. No Hassles.
terminix.com

This invoice reflects payments received by 04/02/2005. If you have not paid your renewal charge, please mail your payment today.

Please detach and return bottom portion along with your payment in the enclosed envelope. Thank You!

S 3.1

Plan Expires	Plan Type	Customer No.	Total Due	2-Years In Advance	Amount Paid/Charged
05/2005	Baiting Protection	536681	267.00	\$07.30	

For your protection, please do not send cash in the mail.

Barbara Neu
16073 Gramercy Drive
San Leandro CA 94578-1110

1-800-TERMINIX
No Bugs. No Hassles.
terminix.com

Remit to:
TERMINIX PROCESSING CENTER
P.O. BOX 742592
CINCINNATI OH 45274-2592

|||||

Credit Card Payment: Signature Required Below

☐ Two year lock-in rate. Charge my credit card! \$507.30

☐ Charge my credit card \$267.00

Circle One: DISCOVER VISA MasterCard American Express SEARS

_____/_____
Credit Card Number Exp. Date

Name (exactly as it appears on card) FIRST MIDDLE LAST

Authorized Signature _____

1 20050930 12 000005366819 00000000000170643219 0002670000050730 0

It's time to renew your Terminix Termite Plan.

Simply complete and return the above Invoice.

Dear Barbara Neu,

Thank you for relying on Terminix to help defend your home at 16073 Gramercy against subterranean termites since May 1999. To continue receiving your valuable subterranean termite baiting service, it's important for you to renew your Terminix Subterranean Termite Baiting Protection Plan by returning this renewal notice along with your payment.

As you're well aware, renewing your Terminix Subterranean Termite Baiting Protection Plan now, assures you uninterrupted subterranean termite service by the nation's leading termite control company. And, the renewal fee is minimal compared to the original installation price you may have paid. Plus, you'll avoid potential repair and re-treatment costs associated with new subterranean termite infestations, which can escalate into thousands of dollars.

Mail your payment today and you'll retain these exceptional Terminix benefits:

- Periodic monitoring of termite bait stations by trained Terminix service professionals
- Free repairs for any new subterranean termite-related damage
- Free re-treatment of subterranean termite infestations
- Free termite re-inspections at your convenience
- Satisfaction guaranteed or your money back—If you're ever dissatisfied with the quality of service we provide, we'll work to resolve the issue to your satisfaction or give you a prorated refund of your last prepaid annual termite renewal fee—no questions asked.
- Easy payment options—VISA®, MasterCard®, DISCOVER®, check or money order

Just return the top portion of this renewal notice along with your choice of payment, to continue your Terminix Subterranean Termite Baiting Program. And, if you have any questions regarding your Terminix Subterranean Termite Baiting Protection Plan, call us anytime at 510-357-9102.

Thank you for choosing Terminix to help defend your home against subterranean termites once again.

Sincerely,

Larry Haberkern

Larry Haberkern
Your Terminix Manager

P.S. Find out how you can receive up to \$100 credit to be applied towards your renewal fee! See other side for details.

(over, please)

Caution - Your Terminix Termite Plan *pd 125*
is scheduled to Expire! *per phone call*

Dear Barbara Neu,

Because we've been helping guard your home at 16073 Gramercy since May 1999, we want to ensure you return this renewal notice along with your payment today to renew your Subterranean Termite Baiting Protection Plan. Without this valuable Terminix service, your home may be at risk.

What's the hurry? If you let your Terminix Subterranean Termite Baiting Program lapse, you could face large, out-of-pocket expenses. And, your homeowners insurance probably doesn't cover termite-related damage.

By disregarding your Terminix Subterranean Termite Baiting Protection Plan renewal, you may leave yourself responsible for paying bills related to:

- Re-treatment of subterranean termite infestations (*FREE with your paid Terminix renewal!*)
- Repairs for new subterranean termite-related damage (*FREE with your paid Terminix renewal!*)
- Periodic termite re-inspections (*FREE with your paid Terminix renewal!*)

Not to mention, you won't have the comfort of working with the nation's leading termite control company, or a Subterranean Termite Baiting Protection Plan supported by Terminix.

Don't let down your guard! Subterranean termites never stop in their search for food, and without Terminix, the damage they cause can go undetected until it's not just a nuisance... it's a severe problem.

Please take this opportunity to continue to help defend your home and protect your finances. Your Terminix Subterranean Termite Baiting Protection Plan renewal fee is minimal compared to the original installation price you may have paid. Plus, you'll avoid potential repair and re-treatment costs associated with new subterranean termite infestations.

And, if you renew now, you could save even more money in the future! Just complete the back of this notice, and you may SAVE up to \$100 off your next year's renewal fee.

Fill out the top portion of this renewal notice and return it along with your choice of payment today. And, as always, if you have any questions regarding your Terminix Subterranean Termite Baiting Protection Plan, call us anytime at 510-357-9102.

Sincerely,

Larry Haberkern

Larry Haberkern
Your Terminix Manager

P.S. Find out how you can receive up to \$100 credit to be applied towards your renewal fee! See other side for details.

(over, please)

PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT
10

TERMINIXTerminix International
PO Box 17167
Memphis, TN 3818712133-6-30-97/16011.doc
BRUCE WHITNEY
16073 GRAMERCY DR
SAN LEANDRO, CA 94578-1110

|||||

Dear Terminix Customer,

Thank you for choosing Terminix. You made a decision that will help safeguard your budget, your peace of mind, and the investment you have made in your home. As the company that pioneered termite control in 1927 -- and the world leader in termite service today -- we are pleased to service your home with the Terminix Termite Baiting System featuring Scatircon.

Please review the enclosed Termite Plan Summary and keep it in a safe place. On the Plan Summary you will find the dates for your Annual Renewal Period and the Repair Effective Date. The Repair Effective Date does not denote colony elimination or control, but it is the date after which Terminix will provide for repair or replacement of new subterranean termite damage to the structures as long as the Plan is in effect. Please refer to your original Plan documents and the Termite Plan Summary for details, terms and conditions.

We are pleased to be able to renew your Terminix service year after year for a small annual fee that is just a fraction of the cost of the initial installation fee. The Termite Plan on your property cannot be canceled by Terminix for as long as you choose to timely renew your service. This means that no matter what may happen in the future, you will never have to worry about new termite problems while your Plan is in effect.

With more than 560 Terminix offices, including the largest technical staff in the industry and more than 40 graduate entomologists, we can offer you the state-of-the-art in termite protection, and we are committed to being there for you whenever you may need us.

Should you need service, just call your local Terminix center
or dial our 24-hour "hotline": 1-800-TERMINIX.

We're available at this toll-free number day and night, 365 days a year, to answer your questions and to help arrange service.

We appreciate the confidence you have placed in our company, and we look forward to serving you in the months and years to come.

Most sincerely,



Albert Cantu
President



TERMINIX.

TERMITE BAITING SYSTEM PLAN SUMMARY

FOR:
BRUCE WHITNEY
16073 GRAMERCY DR
SAN LEANDRO CA 94578-1110

CONCERNING PROPERTY AT:
16073 GRAMERCY
SAN LEANDRO CA 94546



TERMITE PLAN NO:
9959002112

ANNUAL RENEWAL PERIOD BEGINS:
05/01/1999

ANNUAL RENEWAL PERIOD ENDS:
04/30/2000

REPAIR EFFECTIVE DATE:
10/28/1999

TERMS AND CONDITIONS OF YOUR VALUABLE TERMITE PLAN

Terminix will provide the necessary services to help defend the identified property against the attack of Subterranean termites. The Terminix Termite Baiting System Protection Plan does not defend against aerial subterranean termite infestations, drywood termites, or other wood-destroying insects or organisms.

During the term of the Terminix Termite Baiting System Protection Plan, Terminix will:

1. Install and monitor the Terminix Termite Baiting System;
2. Reinspect the structures at any time the Purchaser requests it or if Terminix believes it necessary;
3. Add termite bait to, and remove it from, the Terminix Termite Baiting System as Terminix deems appropriate;
4. After the Repair Effective Date, provide for repairs or replacement of new subterranean termite damage to the structures and contents of the structures as long as the Plan is in force.

If after the Repair Effective Date new subterranean termite damage occurs during the Plan term, Terminix will, upon notification and inspection, arrange for the necessary repairs or replacement and pay the entire cost of labor and materials. New damage is defined as damage done by subterranean termites subsequent to the Repair Effective Date of the Terminix Termite Baiting System Protection Plan; the definition excludes damage existing on or before the Repair Effective Date.

Unless live termites are found in the damage area, the damage discovered is old damage and is not covered under the Plan.

Any claim under the Terminix Termite Baiting System Protection Plan must be made to Terminix during the Plan term or any extension thereof. Terminix is only obligated to make repairs under the Plan if a valid claim is made after the Repair Effective Date during the Plan term, including any extension thereof, and Purchaser must allow Terminix timely access to the structures for any purpose contemplated by the Plan, including but not limited to reinspections, whether the inspection was requested by the Purchaser or considered necessary by Terminix.

See your Terminix Termite Baiting System Protection Plan for additional conditions and limitations, which are incorporated herein by reference and shall control in the event of any conflict with this Summary. The Terminix Termite Baiting System Protection Plan provides for arbitration of any controversy or claim arising out of or relating to the Plan. A copy of the Plan is available from your local Terminix Service Center.

**TO RECEIVE SERVICE, CONTACT YOUR LOCAL TERMINIX CENTER
OR CALL 24 HOURS: 1-800-TERMINIX (1-800-837-6464)**

Our representatives can take your questions, comments and service requests at this toll-free number, 365 days a year.
IMPORTANT: Please keep this document in a safe place; you may need to present it at the time of service.



WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

This is an inspection report only -- not a Notice of Completion
ADDRESS OF PROPERTY INSPECTED

BUILDING NO. 16073	STREET GRAMERCY DR.	CITY SAN LEANDRO	ZIP 94578	COUNTY CODE 01	DATE OF INSPECTION 05/24/99	NUMBER OF PAGES 5
TERMINIX INTERNATIONAL #2159 14558 Wicks Blvd. San Leandro, CA 94577 (510) 357-9102 (510) 357-1725 FAX				STATE OF CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS STRUCTURAL PEST CONTROL BOARD REPORT OF INSPECTION 2478756V		
REGISTRATION # PR 0801	REPORT # 10171	STAMP # 2478756V	ESCROW #			

ORDERED BY: BRUCE WHITNEY 16073 GRAMERCY DR. SAN LEANDRO CA 94578

REPORT SENT TO: BRUCE WHITNEY 16073 GRAMERCY DR. SAN LEANDRO CA 94578

PROPERTY OWNER: BRUCE WHITNEY 16073 GRAMERCY DR. SAN LEANDRO CA 94578

PARTY IN INTEREST:

ORIGINAL REPORT <input checked="" type="checkbox"/>	LIMITED REPORT <input type="checkbox"/>	SUPPLEMENTAL REPORT <input type="checkbox"/>	REINSPECTION REPORT <input type="checkbox"/>	*Original Stamp #	Date
GENERAL DESCRIPTION: Two story, single family dwelling, attached garage, occupied & furnished.					
INSPECTION TAG POSTED: Entrance to subarea					
OTHER INSPECTION TAGS:					
1. SUBSTRUCTURE AREA: Damp/Wet, partially access. See 1A-1D					
2. STALL SHOWER: None					
3. FOUNDATIONS: Concrete, above grade					
4. PORCHES - STEPS: Conc, earth-fill, appears seal					
5. VENTILATION: Appears adequate, above grade					
6. ABUTMENTS: None					
7. ATTIC SPACES:					
8. GARAGES: See 8A					
9. DECKS - PATIOS: Attached wood deck(s)					
10. OTHER - INTERIOR: Partially accessible					
11. OTHER - EXTERIOR: See 11A					

DIAGRAM AND EXPLANATION OF FINDINGS (This report is limited to structure or structures shown on diagram)

Inspected by: LAJUAN TARRANCE License No. PR 30609 Signature: *LaJuan Tarrance*

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 263-2533, or (800) 737-8186. You are entitled to obtain copies of all reports and completion notices on this property filed with the Board during the preceding two years upon payment of a \$2.00 search fee to: The Structural Pest Control Board, 1418 Howe Ave., Ste. 18, Sacramento, California 95825-3280.

2nd

PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

16073	GRAMERCY DR.	SAN LEANDRO
BLDG. NO.	STREET	CITY
2478756V	05/24/1999	10171
STAMP NO.	DATE OF INSPECTION	CO. REPORT NO.

READ THIS DOCUMENT. It explains the scope and limitations of a Structural Pest Control Inspection and Wood Destroying Pest and Organism Inspection Report.

A Wood Destroying Pest and Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying insects or organisms (fungi/rot) in visible and accessible areas on the date of inspection. It contains our recommendations for correcting any infestations, infections or conditions found. The contents of the Wood Destroying Pest and Organism Inspection Report are governed by the Structural Pest Control Act and the rules and regulations of the Structural Pest Control Board.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest and Organism Inspection Report does not contain information about such defects as they are not within the scope of the license of the inspector or the company issuing this report. Nor does a Wood Destroying Pest and Organism Inspection Report contain information about asbestos or any other environmental or safety hazard. Should interested parties desire opinions regarding these items, it is recommended that the owner engage the services of a reputable "whole house" inspection company.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest and Organism Inspection Report does not contain information about such defects as they are not within the scope of the license of the inspector or the company issuing this report. Nor does a Wood Destroying Pest and Organism Inspection Report contain information about asbestos or any other environmental or safety hazard. Should interested parties desire opinions regarding these items, it is recommended that the owner engage the services of a reputable "whole house" inspection company.

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION: THE INTERIORS OF HOLLOW WALLS AND ALL ENCLOSED SPACES BETWEEN A FLOOR OR PORCH DECK AND THE CEILING OR SOFFIT BELOW; AREAS BETWEEN ABUTTING/ATTACHED ROW HOUSES, TOWNHOUSES, CONDOMINIUMS AND SIMILAR STRUCTURES; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY DUCTING; PORTIONS OF THE ATTIC OR ROOF CAVITY CONCEALED DUE TO AN INADEQUATE CRAWL SPACE; THE INTERIORS OF BOXED EAVES; EAVES CONCEALED BY PATIO COVERS OR OTHER ABUTMENTS; PORTIONS OF THE SUBAREA CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTE COCHERES; INCLOSED BAY WINDOWS; AREAS BENEATH WOOD FLOORS OVER CONCRETE; AREAS CONCEALED BY BUILT-IN CABINET WORK; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS WALL-TO-WALL CARPETING, LINOLEUM, CERAMIC TILE, ETC.; AND AREAS CONCEALED BY "BUILT-IN" APPLIANCES.

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION: AREAS CONCEALED BY INTERIOR FURNISHINGS; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS AREA RUGS, THROW RUGS, BATH AND KITCHEN MATS, ETC.; AREAS CONCEALED BY "FREE STANDING" APPLIANCES; AREAS CONCEALED BY STORAGE; AREAS CONCEALED BY HEAVY VEGETATION; AND AREAS WHERE LOCKS PREVENTED ACCESS.

THESE AREAS WILL BE INSPECTED FOR A FEE, IF THEY ARE MADE ACCESSIBLE AT THE OWNER'S EXPENSE. A SUPPLEMENTAL REPORT WILL BE ISSUED AND ANY FINDINGS AND RECOMMENDATIONS WILL BE LISTED ALONG WITH ESTIMATES FOR REPAIR AND/OR TREATMENT, IF WITHIN THE SCOPE OF THIS COMPANY'S OPERATIONS. NO OPINION IS RENDERED CONCERNING CONDITIONS IN THESE AREAS AT THIS TIME.

3rd

PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

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BLDG. NO.	STREET	CITY
2478756V	05/24/1999	10171
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NOTE: INSPECTIONS ARE MADE AND REPORTS ARE ISSUED ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION. THE ABSENCE OF VISIBLE EVIDENCE OF WOOD DESTROYING ORGANISMS IN THE VISIBLE AND ACCESSIBLE PORTIONS OF THE STRUCTURE IS NO ASSURANCE THAT WOOD DESTROYING ORGANISMS ARE NOT PRESENT IN INACCESSIBLE AREAS NOR THAT FUTURE INFESTATIONS WILL NOT OCCUR. THEREFORE, WE DO NOT ASSUME ANY RESPONSIBILITY FOR THE PRESENCE OF WOOD DESTROYING ORGANISMS, OR DAMAGE DUE TO SUCH ORGANISMS, IN AREAS THAT WERE NOT VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION OR THAT MAY OCCUR IN THE FUTURE.

NOTE: A VISUAL INSPECTION WAS PERFORMED AND THE INSPECTOR DID NOT DEFACE NOR PROBE INTO FINISHED WINDOW OR DOOR FRAMES, TRIM WORK, FLOOR COVERINGS, WALLS, CEILINGS OR OTHER FINISHED SURFACES.

NOTE: THE OWNER OF THIS PROPERTY HAS CERTAIN RESPONSIBILITIES REGARDING THE NORMAL MAINTENANCE THAT PERTAINS TO THE DETERRENCE OF WOOD DESTROYING ORGANISMS. THESE NORMAL MAINTENANCE PROCEDURES INCLUDE, BUT ARE NOT LIMITED TO; MAINTENANCE OF THE ROOF, GUTTERS, AND DOWNSPOUTS; CAULKING AROUND DOORS, WINDOWS, VENTS, TUB AND SHOWER ENCLOSURES; KEEPING SOIL LEVELS BELOW THE TOP OF THE FOUNDATIONS; KEEPING STORED ITEMS (INCLUDING FIREWOOD) AT LEAST TWELVE (12") INCHES AWAY FROM THE STRUCTURE; ADJUSTING SPRINKLERS SO THAT THEY DO NOT SPRAY ONTO THE STRUCTURE; PROHIBITING SOIL TO CONTACT THE WOOD COMPONENTS OF THE STRUCTURE; AND PREVENTING VEGETATION OR OTHER ITEMS FROM BLOCKING VENTS.

NOTICE TO OWNER: UNDER THE CALIFORNIA MECHANICS' LIEN LAW, ANY STRUCTURAL PEST CONTROL COMPANY WHICH CONTRACTS TO DO WORK FOR YOU, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY, BUT IS NOT PAID FOR HIS OR HER WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR STRUCTURAL PEST CONTROL COMPANY IN FULL IF THE SUBCONTRACTOR, LABORERS, OR SUPPLIERS REMAIN UNPAID.

TO PRESERVE THEIR RIGHT TO FILE A CLAIM OR LIEN AGAINST YOUR PROPERTY, CERTAIN CLAIMANTS SUCH AS SUBCONTRACTORS OR MATERIAL SUPPLIERS ARE REQUIRED TO PROVIDE YOU WITH A DOCUMENT ENTITLED "PRELIMINARY NOTICE". PRIME CONTRACTORS AND LABORERS FOR WAGES DO NOT HAVE TO PROVIDE THIS NOTICE. A PRELIMINARY NOTICE IS NOT A LIEN AGAINST YOUR PROPERTY. ITS PURPOSE IS TO NOTIFY YOU OF PERSONS WHO MAY HAVE A RIGHT TO FILE A LIEN AGAINST YOUR PROPERTY IF THEY ARE NOT PAID.

NOTE: THE EXTERIOR SURFACE OF THE ROOF HAS NOT BEEN INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTOR'S STATE LICENSE BOARD.

NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPANIES SHOULD LIST THE SAME FINDINGS (i.e. termite infestation, termite damage, fungus damage, etc.). HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY.

PLEASE SEE "GENERAL NOTES" FOLLOWING THE "FINDINGS AND RECOMMENDATIONS" FOR CONDITIONS GOVERNING THIS REPORT.

SUBSTRUCTURE:

Item 1A: **FINDING:** Evidence of subterranean termites noted at/in subarea under bathroom.

RECOMMENDATION: Remove accessible termite shelter tubes.

RECOMMENDATION: Locally treat the soil at subarea under bathroom with an approved termiticide and install a subterranean termite baiting program for the control of subterranean termites. Installation of a termite baiting program will require periodic monitoring by Terminix technicians.

4th PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

16073	GRAMERCY DR.	SAN LEANDRO
BLDG. NO.	STREET	CITY
2478756V	05/24/1999	10171
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SUBSTRUCTURE:

Item 1B: FINDING: A plumbing leak was noted at bathroom in the subarea causing an excessive moisture condition.

RECOMMENDATION: Repair the leak as necessary to correct the excessive moisture condition.

Item 1C: FINDING: The subarea contains goods that conceal a portion of the substructure.

RECOMMENDATION: Owner should remove stored goods so as to make the entire substructure available for inspection. Upon further inspection, a supplemental report will be issued and any findings will be listed along with estimates for repair and/or treatment, if within the scope of this company's operations.

Item 1D: FINDING: A portion of the subarea is inaccessible due to a cross foundation.

RECOMMENDATION: Install an access opening for further inspection. Upon further inspection, a supplemental report will be issued and any findings and recommendations will be listed along with estimates for repair and/or treatment, if within the scope of this company's operations.

GARAGE:

Item 8A: FINDING: The garage is inaccessible for inspection due to occupant's storage along the perimeter walls.

RECOMMENDATION: The owner should remove the storage and call for further inspection of the garage. For an additional charge, the garage will be inspected and a supplemental report will be issued and any findings and recommendations will be listed along with estimates for repair and/or treatment, if within the scope of this company's operations.

OTHER - EXTERIORS:

Item 11A: FINDING: Evidence of subterranean termites noted at/in soil near structure.

RECOMMENDATION: Remove accessible termite shelter tubes.

RECOMMENDATION: Locally treat the soil at soil near structure with an approved termiticide and install a subterranean termite baiting program for the control of subterranean termites. Installation of a termite baiting program will require periodic monitoring by Terminix technicians.

NOTICE TO OWNER/TENANT

State law requires that you be given the following information: CAUTION -- PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, headache, dizziness, nausea, tearing, coughing, nose and throat irritation or develop shortness of breath, double vision, unusual drowsiness and weakness, or tremors, contact your physician or poison control center (see below) and your pest control operator immediately.

5th

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BLDG. NO.	STREET	CITY
2478756V	05/24/1999	10171
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For further information contact the following:

TERMINIX INTERNATIONAL (800) TERMINIX
 POISON CONTROL CENTER (800) 523-2222
 Health Questions -- COUNTY HEALTH DEPARTMENT (510) 268-2727
 Application Information -- COUNTY AGRICULTURAL COMMISSIONER . (510) 670-5232
 Regulatory Information -- STRUCTURAL PEST CONTROL BOARD (800) 737-8188
 1422 Howe Avenue, Suite 3, Sacramento, CA 95825

One or more of the following chemicals may be applied to your property:


BORA-CARE (Disodium Octaborate Tetrahydrate)	DRAGNET FT (Permethrin)
DRIONE INSECTICIDE DUST (Amor. silica aerogel, pyrethrins, piperonyl butoxide)	
DURBAN TC (Chlorpyrifos)	EQUITY (Chlorpyrifos)
TIM-BOR (Disodium Octaborate Tetrahydrate)	TEMPO 20WP (Cyfluthrin)
PT270 DURBAN (Chlorpyrifos)	RECRUIT II (Hexaflumur)
PREMISE 75 INSECTICIDE (Imadacloprid)	FIRST LINE (Sulfluramid)
METHYL BROMIDE (Methyl Bromide)	PRELUDE (Permethrin)
VIKANE (Sulfuryl fluoride) NOTE: Choropicrin is use as a "warning agent" on all structural fumigations.	

THANK YOU FOR CALLING TERMINIX. SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS
 REPORT, PLEASE CALL LAJUAN TARRANCE AT (510) 357-9102.

STANDARD NOTICE OF WORK COMPLETED AND NOT COMPLETED

NOTICE - All recommendations may not have been completed. - See below - Recommendations not completed. This form is prescribed by the Structural Pest Control Board, with whom a copy must be filed by company within 5 working days after completion of work under a contract.

THIS IS A NOTICE OF COMPLETION ONLY, NOT AN INSPECTION REPORT.

BUILDING NO. 16073	STREET GRAMERCY DR.	CITY SAN LEANDRO	ZIP 94578	COUNTY CODE 01	DATE OF COMPLETION 05/25/1999
TERMINIX INTERNATIONAL #2159 14558 Wicks Blvd. San Leandro, CA 94577 (510) 357-9102 (510) 357-1725 FAX			STATE OF CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS STRUCTURAL PEST CONTROL BOARD NOTICE OF WORK COMPLETED		 869516 W
REGISTRATION # PR 0801	REPORT # 10171	STAMP # 869516W	ESCROW #		

Notice of
Completion
Sent to:

BRUCE WHITNEY 16073 GRAMERCY DR. SAN LEANDRO CA 94578
05/26/99

Property Owner:

BRUCE WHITNEY 16073 GRAMERCY DR. SAN LEANDRO CA 94578

This is to certify that the following recommendations on the above designated property, as outlined in Wood Destroying Pests and Organisms Inspection Report No. 10171, dated 05/24/1999, Stamp No. 2478756V, have been and/or have not been completed.

Recommendations completed by this firm that are in accordance with the Structural Pest Control Board's Rules and Regulations: 1A, 11A

Recommendations completed by this firm that are considered secondary and substandard measures under Section 1992 of the Structural Pest Control Board's Rules and Regulations:

Person requesting secondary measure:

Cost: \$ 1548.00
 Inspection Fee: \$ 0.00
 Other: \$ 0.00
 Total: \$ 1548.00

Recommendations not completed by this firm: 1B, 1C, 1D, 8A

Estimated Cost: \$

Remarks:

Signature 

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You are entitled to obtain copies of all reports and completion notices on this property filed with the Board during the preceeding two years upon payment of a \$2.00 search fee to: The Structural Pest Control Board, 1418 Howe Ave., Ste. 18, Sacramento, California 95825-3280.

Customer's Name Proctor Wilfredo **TERMINIX**

Property Address 16073 Glenmore Address 14558 Wicks Blvd

City San Leandro State CA Zip Code 94576 City San Leandro State CA Zip _____

Telephone 925-251-7172 Contract # _____ Phone (510) 554-4701

☐ Original Treatment ☐ Retreatment

☐ Pretreatment Wind _____ MPH from the _____

☐ Complete Treatment ☐ Limited Treatment

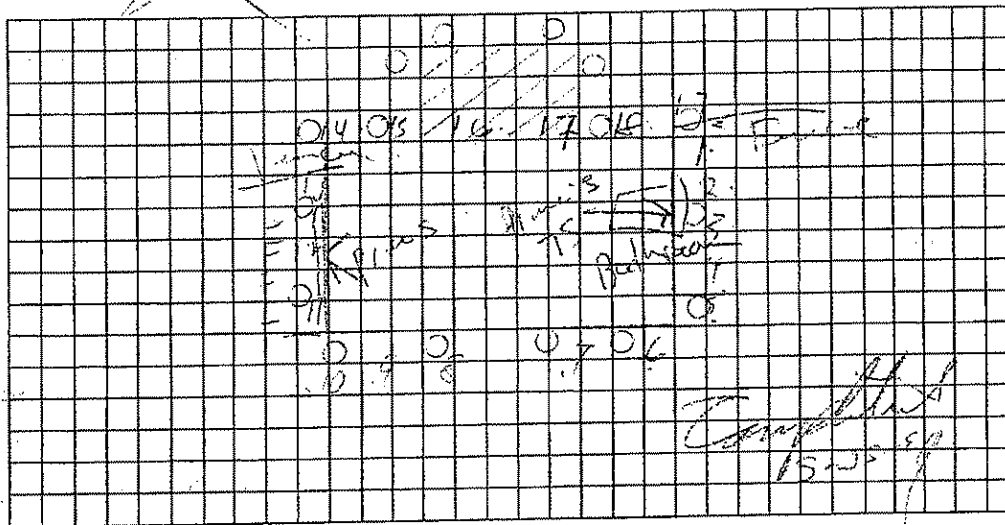
☐ _____

Date of Application 5/28/99 Time In _____ Out _____

Name of Applicator(s) R. S.

Product Applied	Chemical Name	Manufacturers Name	EPA Number	Percentage %	Amount Applied	Rate
<input type="checkbox"/> Dragnet FT.	Permethrin	FMC	279-3062	<input type="checkbox"/> 0.5% <input type="checkbox"/> 1.0% <input type="checkbox"/> 2.0%	_____ gal.	<input type="checkbox"/> 4 gal. per 10 linear feet
<input type="checkbox"/> Dursban TC	Chlorpyrifos	DowElanco	62719-47	<input type="checkbox"/> 1.0% <input type="checkbox"/> 2.0%	_____ gal.	<input type="checkbox"/> 2 gal. per 10 linear feet
<input type="checkbox"/> Equity	Chlorpyrifos	DowElanco	62719-167	<input type="checkbox"/> 0.75% <input type="checkbox"/> 1.0% <input type="checkbox"/> 2.0%	_____ gal.	<input type="checkbox"/> _____ per _____
<input type="checkbox"/> Bora-Care	Disodiumoctaborate	Nisus	64405-1	23.0%	_____ gal.	<input type="checkbox"/> Pesticide applied at less than label rate
<input type="checkbox"/> Tim-Bor	Disodiumoctaborate	U.S. Borax	1624-39	<input type="checkbox"/> 10.0% <input type="checkbox"/> 15.0%	_____ gal.	<input type="checkbox"/> Monitoring Stations
<input type="checkbox"/> PT 270	Chlorpyrifos	Whitmire	499-147	0.5%	_____ oz.	<input type="checkbox"/> Only - No Bait
<input type="checkbox"/> Premise 75	Imidacloprid	Bayer	3125-455	<input type="checkbox"/> 0.05% <input type="checkbox"/> 0.1%	_____ gal.	
<input type="checkbox"/> BioBlast	Metarhizium Anisopliae	Eco Science	64296-4	<input type="checkbox"/> 0.5%	_____ oz.	
<input type="checkbox"/> Recruit II	Hexaflumuron	DowElanco	62719-272	<input type="checkbox"/> 0.5%	_____ baittubes	
<input type="checkbox"/> Recruit AG	Hexaflumuron	DowElanco	62719-270	<input type="checkbox"/> 0.5%	_____ stations	
<input type="checkbox"/> FirstLine™	Sulfuramid	FMC	279-3153	<input type="checkbox"/> 0.01%	_____ stations	
<input type="checkbox"/> FirstLine GT	Sulfuramid	FMC	279-3170	<input type="checkbox"/> 0.01%	_____ tubes	

Areas Treated ☒ See Below ☐ See Contract Graph



Services have been performed on my structure to my satisfaction.

Customer Signature [Signature] Activity Installed 19 Stations

Termite Technician [Signature] Comments 16 Stations in 19 Stations

Manager _____

Bookkeeper _____

Key #31117 Rev 5/97 R/P B/97
© 1995 The Terminix International Company L.P.



PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT

11

TERMINIX.

May 12, 2003

Dear Barbara Neu,

Rest assured your home is being protected against the threat of subterranean termites. You have one of the best termite baiting systems available to help prevent and control termite infestations. And if you've ever had termite problems in the past, you're well aware of the damage that can result.

Recently the Terminix Termite Baiting System was monitored at your home. We are pleased to report no termite activity, and since there has been no activity for two (2) consecutive monitoring periods, label and regulatory policy permit inspections to be done on a quarterly basis rather than monthly. As planned, we will now change your monitoring frequency to a quarterly basis.

In the future, if your Terminix service professional discovers evidence of termites during his monitoring inspection, our service professional will place termite bait in the stations and return on a monthly basis until there is no further evidence of termite activity. Once the termite activity ceases for two (2) consecutive monitoring periods your account will return to quarterly monitoring visits to help prevent new termite colonies from posing a threat to your home.

As always, if at any time you wish to have us re-inspect your home, simply call the number listed below and we'll be glad to schedule an appointment at your convenience.

As the leading provider of termite control services in the United States and the most trusted choice for 75 years, Terminix is proud to help protect your home from subterranean termites. I am confident you will enjoy the peace of mind that added protection from the Terminix Termite Baiting Program™ brings to your life. If you have any questions or concerns, please call our local Terminix office at (510) 357-9102.

Sincerely,

Larry Haberkern

Larry Haberkern
Your Terminix Manager

Service Address:
16073 Gramercy Dr.
San Leandro, CA 94578



The Nationwide Pest Control Experts

The Terminix International
Company
14558 Wicks Boulevard
San Leandro, CA 94577
510/357-9102

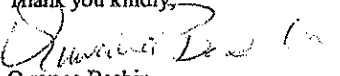
October 17, 2003

To: Barbara Neu
From: Quwana Bashir
Re: Sentricon Baiting System
Acct No: 536681

Enclosed is a copy of the service ticket for the month of July 26, 2003. After reviewing your account, I show that that is the only service done in between April 11, 2003 and now. The reason for this is due to the fact that there has not been any termite activity in any of the bait stations within a six month period of time. Anytime the baiting system is inactive for 3-6 consecutive months, that account is automatically switched over to a quarterly cycle. That is what has happened with your account. If for any reason you feel that your account should be switched back to monthly that can be done as well. Along with the service ticket I have also enclosed a copy of your customer profile history, and the history of the monitoring & baiting activity.

If you have any further questions or concerns, please feel free to give me a call at the number listed above. I can be reached in between the hours of 7a.m. - 4 p.m. Monday-Friday.

Thank you kindly,


Quwana Bashir
Service Manager





Subterranean termites can enter your home through cracks as small as 1/32 of an inch. And, a mature colony may contain as many as several million termites. What's more, because subterranean termites hide in the recesses of your walls, floors, ceilings and crawl spaces, you may not even notice them until damage has been done.

Fortunately, you have Terminix to help take control with our advanced Subterranean Termite Baiting System, the most effective termite elimination or control technique available.

*University of Toronto Urban Entomology Program.



1-800-TERMINIX

No Bugs. No Hassles.

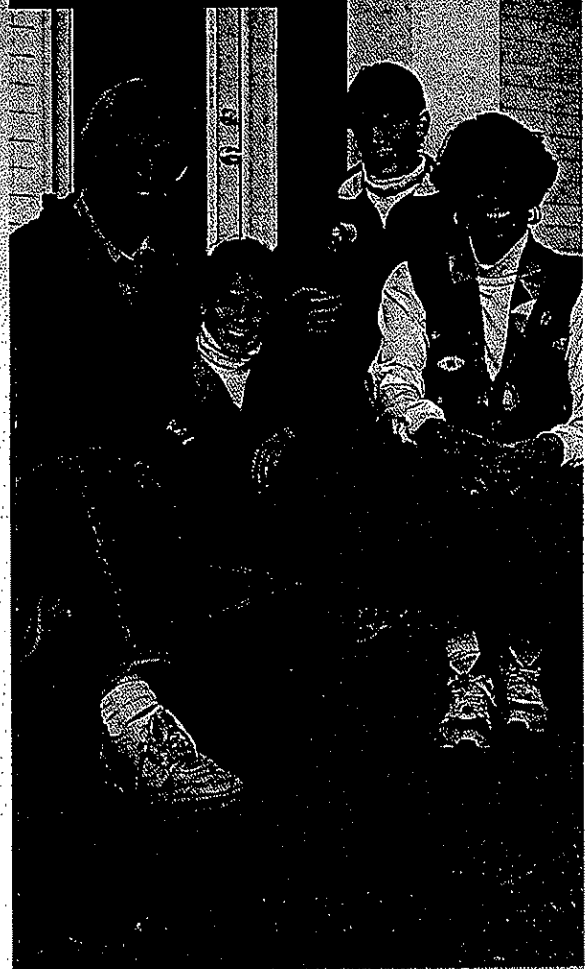
www.terminix.com

24 hours a day, 365 days a year



*Take
It
Easy*

TERMINIX



*We'll Take
Control*

You Can Depend On Terminix

EFFECTIVE

The Terminix Subterranean Termite Baiting System is the most effective subterranean termite elimination or control method available. It's also an early warning device that constantly helps to monitor your property for new subterranean termite colonies.

So, once Terminix installs the monitoring and baiting stations, you will have begun defending your home against the threat of subterranean termites for as long as you renew your Terminix Subterranean Termite Baiting Protection Plan.

The most advanced subterranean termite elimination or control method available, our unique baiting system is designed to help kill subterranean termites in their homes before they get to yours.

CONVENIENT

Subterranean Termite Baiting Protection Plan. Our customer service line is open 24 hours a day, 365 days a year. Call 1-800-TERMINIX (837-6464) anytime to speak with a Terminix representative.

EFFECTIVE

The Terminix Subterranean Termite Baiting System is

- the most effective subterranean termite elimination or control method available
- an early warning device that constantly helps to monitor your property for new subterranean termite colonies

So, once Terminix installs the monitoring and baiting stations, you will have begun defending your home against the threat of subterranean termites for as long as you renew your Terminix Subterranean Termite Baiting Protection Plan.

COST EFFICIENT

With a Terminix Subterranean Termite Baiting Protection Plan:

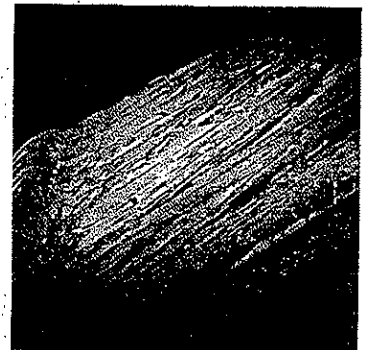
- You won't pay for another subterranean termite treatment as long as you maintain your Terminix Subterranean Termite Baiting Protection Plan—saving you as much as \$1,100 per termite treatment or more.*
- Terminix will pay for any new subterranean termite-related damage that might occur in your home.**
- You're supported by the Terminix satisfaction guarantee or your money back. That means, if you're ever dissatisfied with the quality of service we provide, we'll work to resolve the issue to your satisfaction or give you a prorated refund of your last prepaid annual termite renewal fee—no questions asked.

And, with the Terminix Subterranean Termite Baiting Protection Plan, you'll never pay a cent more than the cost of your annual termite renewal fee.

*Based upon the average cost of conventional full-home termite treatment prices in 1998.

**Termite damage repairs are based upon the repair effective date.

Now We Can Destroy Termites In Their Home Before They Destroy Yours.



TERMINIX

Introducing the S The new nc

Until now, termite control programs have relied strictly on barrier control—creating a “barrier” around the foundation of your house—to keep termites out of your home. Subterranean termites typically live several feet underground, and their deep, scattered nests make them impossible to find. So, no attempt is made to kill the termites, other than those that are already in your home when the barrier is established.

Today, Terminix can target termites where they live. We are offering the revolutionary new Sentricon System that provides a method of colony elimination—a technology that is totally new to the industry. Because of this unique capability, the Sentricon System is the most significant advance in termite control in the last 50 years.

Sentricon is non-invasive, easy to install, and effective.

A trained Terminix technician installs stations containing wood monitoring devices in the ground around your home. The low-impact Sentricon Colony Elimination System is less disruptive than conventional programs, with no drilling into floors or foundations and minimal disturbance of flower beds or planting areas. Our Terminix professional can often install the Sentricon stations without even entering your home. After the stations are installed, we'll monitor them regularly for termite activity.



Worker termites feed on the bait and return to the colony while depositing pheromones to draw nestmates to the Sentricon station causing elimination of the entire colony over time.



Sentricon® Colony Elimination System A non-invasive and effective way to kill termites

Termites walk right into it.

When termites are found in the monitoring device, we'll put Recruit II® termite bait in the stations. Worker termites, the ones that feed the colony, feed on the bait, exit through slots in the Baitube® device and return to the colony while depositing pheromones to draw nestmates to the

Sentricon station. In this way the unique Sentricon Colony Elimination System controls termites using their own biology and natural behavior to eliminate the colony over time. That means Sentricon is especially good for homeowners who are concerned about the use of chemicals. It's easy on you, and easy on your home.



n from Terminix. termite.

As the bait goes to work, the termites start to die, not realizing the Recruit II bait is responsible. Eventually the entire colony dies off.

After the entire colony has been controlled the bait is removed and monitoring devices are reinstalled. We'll continue to monitor the stations for evidence of possible activity from new colonies.

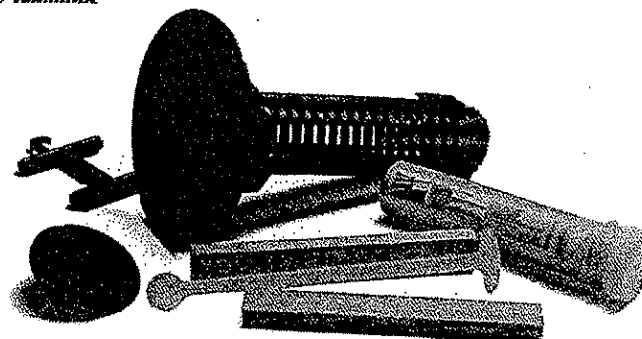
Let Terminix install Sentricon... your termite security system.

The Sentricon Colony Elimination System not only detects and controls initial infestations, it also continuously monitors your property for new colonies that might move in. That way your home can be protected for as long as you own it and maintain the annual service fee.

Fire alarms warn against fire; burglar alarms protect against theft. Now, let Terminix protect your home against termites with the new Sentricon Colony Elimination System of early warning and prevention. Give us a call at
1-800-TERMINIX



*Monitoring of Sentricon
Colony Elimination System*



Your home probably has a fire alarm. How about a termite alarm?

- Nationwide, fire strikes just over 400,000 homes, while termites attack close to 600,000.
- Most of the time, you can't see subterranean termites. Their nests are usually several feet underground.
- Subterranean termites enter your home by building "mud tubes" up from the soil—over concrete, treated lumber, brick, stucco, even metal—to reach wood above the ground. They target wood where it's dark—hiding inside your walls, under trim,
- up in roof rafters. You may never know they're there until damage is discovered.
- Across the country, termite infestation costs nearly 1.5 billion dollars a year. Most homeowners' insurance does not cover termite damage. Does yours?
- Without treatment in most states, there are two types of homes: those that have termites, and those that will.

To contact your local service center, call 1-800-**TERMINIX**

Additional Quality Services Available For Your Home Or Business.

Subterranean Termite Control

Drywood Termite Control

Residential Pest Control

Commercial Pest Control

Sanitation Inspections

Moisture Control

Bird Control

Fumigation

Grease Trap Management

TERMINIX

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Key #31109 Rev. 3/97 KP 297 Printed on recycled paper



*Sentricon, Recruit and Baitube are registered trademarks of DowDanco

For your peace of mind, depend on Sentricon from Terminix.

Q: What is in the Recruit II* termite bait that kills termites?

A: The active ingredient in Recruit II is hexaflumuron, an insect growth regulator which stops the termites' molting process. Since termites are unable to molt and grow, they die.

Q: Why not put Recruit II termite in all the stations right away?

A: First, the termites forage into the stations containing the monitoring devices; then, we put the bait in stations where termites are found, and we leave the bait installed only as long as it is needed.

Q: How long does it take for the termite colony to die?

A: Because the bait works within the termite's regular life cycle, it works slowly but thoroughly. Termites can start to die in as quickly as a few weeks, but it may take several months to a year or more before the entire colony is dead. But, that's good – if the bait worked too quickly, the termites would associate the bait with their dead nestmates and stop feeding on it.

Q: Will the Sentricon* System work against the kind of termites I have?

A: Recruit II termite bait used in the Sentricon System has been proven effective against all economically important subterranean (not drywood) termite species in the mainland U.S. and Hawaii, including Formosan termites, regardless of soil type, climate or geographic conditions.

Q: What if my house is already infested with termites?

A: If the infestation is serious, you may opt for a spot treatment for immediate localized control. Then, to control the colony back at its nest and to prevent new invasions, we will install the Sentricon Colony Elimination System.

Q: What if I have a colony right underneath my house?

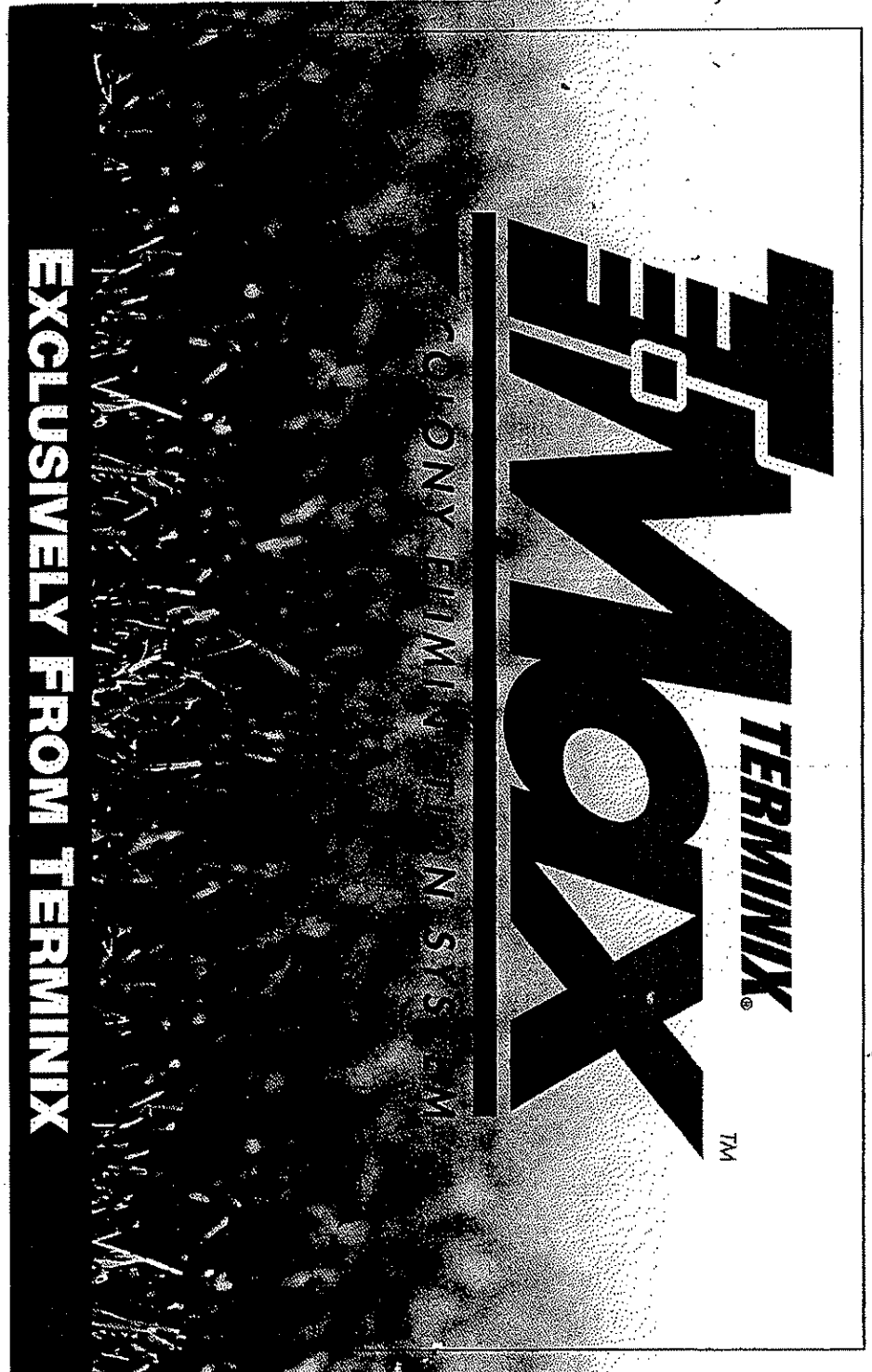
A: Termites have continuous, random foraging behavior, so even when they have found a good source for food, they constantly keep looking for more. We strategically place the Sentricon stations in areas where the termites are most likely to forage.

Q: When the colony is eliminated, do you remove the stations?

A: No, because once the colony is gone, others may move in to take its place. To keep your home protected, we will continue to monitor the Sentricon Stations for signs of a new colony as long as your contract remains in effect.

Q: My house doesn't have termites, should I use Sentricon?

A: Without an effective prevention program, your house could very well contribute to termite-damaging statistics. Sentricon is designed to eliminate termite colonies before they get the chance to lunch on your home.



EXCLUSIVELY FROM TERMINIX

Dear Barbara Neu,

When you decided to safeguard your home with the Terminix Termite Baiting Program™ featuring Sentricon®, you chose one of the most important technological developments in termite protection in a generation.

Today, Terminix again assumes industry leadership by taking termite protection to the next level. We've partnered with Dow AgroSciences, creators of the Sentricon system, to bring you the very latest advancement in termite control: our new T-MAX™ termite bait.

T-MAX was recently registered by the EPA for use exclusively by Terminix! What's so different about it? T-MAX bait is a more effective way to control and eliminate termites. Created to work with your current Sentricon system, T-Max is a unique formulation that termites actually prefer over other food sources. And T-MAX works faster, which means that termite colony elimination may be achieved in as little as one baiting cycle.

And here's the best news of all: Because you can always count on us to keep your property protected with the latest termite technologies, you will be upgraded to new Terminix T-MAX bait at no additional charge.

If you have any questions about Terminix T-MAX bait, please feel free to call us any time; we're here with all the answers you need.

Sincerely,

E. J. Walker

Branch Manager

1-800-TERMINIX

TERMINIX.

P.O. Box 3300
Memphis, TN 38173

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Barbara Neu

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|||||

THE SENTRICON SYSTEM



Protect your home by getting
termites where *they* live.

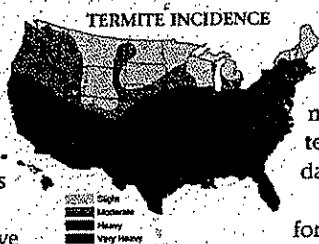
Are termites consuming your greatest investment?

YOUR HOME IS A TARGET.

North, south. New, old. Any home is a target for termites. Even houses built on slabs are threatened by termites that find their way through utility entry points and cracks. In fact, termites are so efficient that no attempts at termite-proof construction have ever been completely successful.

A cold climate is no guarantee, either, even as far north as Canada. In Chicago, for example, one in 16 buildings is infested. Even those homes surrounded by a traditional termiticide barrier may be in trouble if the barrier is disrupted or breaks down.

As the map suggests, in many parts of this country there are only two kinds of homes: those that have termites, and those that will.



HOW TERMITES DO THEIR DIRTY WORK.

Subterranean termites, the most damaging kind, live in colonies in the soil. Each colony is built around a king and queen, whose sole job is reproduction.

Most of the colony is made up of worker termites that cause the damage to your home.

Worker termites forage among food sources and share their finds with others in the colony. They work 24 hours a day, destroying your home from inside the wood. Chances are, you'll see no evidence of their work until something gives way.

To make matters worse, there may be more than one colony threatening your home at a time.

LITTLE CREATURES . . . BIG BUCKS.

Nationwide, subterranean termite damage approaches a billion dollars a year. The damage may not be as sudden or as violent as damage from fire or storms, but it's much more likely to occur — nearly one and a half million homes are damaged by termites annually. Among other problems, termite feeding causes sagging floors, loose trim and cracked plaster, and can eventually lead to major structural repairs.

You can stop the destruction — or prevent it from ever occurring — with the Sentricon® Termite Colony Elimination System.

colony; control pro-
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INFESTED

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 monitored for

Q. WHY SHOULD I
 OTHER METHODS?

A. University r
 methods do not
 Only Sentricon
 in the United S

Every home is a target for subterranean termites.

The Sentricon System destroys the termite colony.

A REVOLUTIONARY WAY TO PROTECT YOUR HOME.

Termites have been going after your home for years. Now the Sentricon System lets you go after their home — the colony. Colony elimination is a completely new way to deal with termites. And only Sentricon can achieve it.

The Sentricon System is the best approach for protecting structures from subterranean termites because it eliminates the colony, while being non-disruptive to property owners. The Sentricon System is proven, long-term

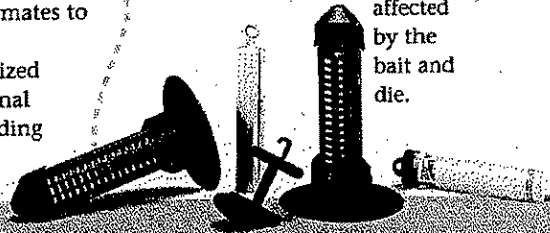
protection against termite damage.

HOW THE SENTRICON SYSTEM WORKS.

The Sentricon System takes advantage of natural termite behavior. Worker termites constantly forage far and wide, looking for wood to feed the colony. When they find food, like the monitoring device in a Sentricon station, they leave special scent trails to summon their nestmates to the food source.

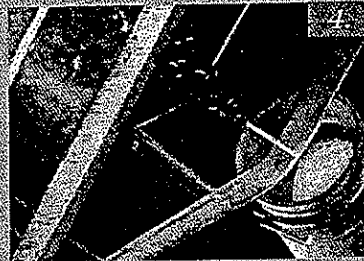
Once your authorized pest control professional discovers termites feeding in the station, the

monitoring device is replaced with a Baitube® device containing Recruit II® termite bait. In doing so, the technician initiates the exclusive Self-Recruitment® procedure that takes advantage of the natural behavior of termites to spread the bait throughout the colony. The bait contains a substance that stops the molting process so termites can't grow. In time, all the termites in the colony will be affected by the bait and die.



Your authorized pest control professional follows these steps:

First, your home will be inspected for signs of termites.



When termites are found in one or more stations, they will be transferred to a Baitube device containing Recruit II termite bait, which is then placed in those stations.

Then, Sentricon stations will be placed in the soil around your home.



The captured termites will feed on Recruit II, tunnel out and send other colony nestmates back to feed on the bait. As they do so, the colony starts to decline and will eventually be eliminated.

The stations will be checked regularly for termite activity.



After a colony has been eliminated, the bait will be replaced with new monitoring devices. Your pest control professional will continue to inspect these to discover a new colony that might invade your property.

Peace of mind now . . . and for the future.

THINK OF SENTRICON AS A SECURITY SYSTEM.

You buy a burglar alarm to protect your home from human invaders. With Sentricon, you can have a security system installed to protect it from termite invasion, too.

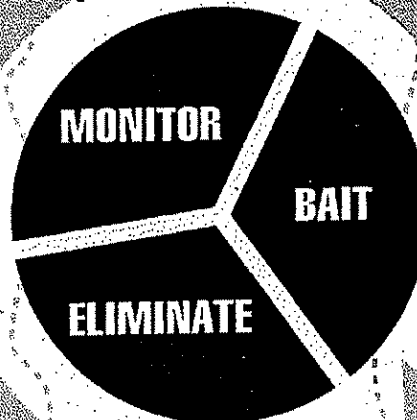
You see, Sentricon is an ongoing process. Even after the termite colony has been destroyed, Sentricon and your pest control professional will stay on duty to find and eliminate any new colony that may invade your property.

AN OUNCE OF PREVENTION . . .

Best of all, there's no need to wait until damage is done. The Sentricon System can be used for early detection of a termite invasion, as well as elimination of an existing colony. Sentricon acts as both an early warning device and a treatment method.

Whether you want to eliminate a colony or prevent

one from being established, Sentricon is a continuous process: monitoring for termites, baiting to eliminate, followed by monitoring again.



TAKING IT EASY ON YOUR HOUSE AND YARD.

Sentricon protects your home more gently than traditional control methods. When installing Sentricon, your technician won't need to drill through the floor or foundation, and is not likely to

disturb shrubs or other landscaping. Monitoring and baiting can be done without even entering your home.

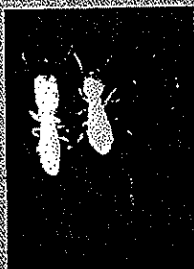
SENTRICON, EXPOSURE AND THE ENVIRONMENT.

Recruit II termite bait with its active ingredient, hexaflumuron, was the first product approved under the EPA's new Reduced Risk Pesticide Initiative. Recruit II passed the stringent new standards partly because it is designed to be ingested and removed from the Baitube device only by worker termites and then passed along to other members of the termite colony. This limits its presence in the environment outside of the station.

Plus, hexaflumuron impacts termites by inhibiting their rather unique molting process. For additional peace of mind, all Sentricon stations have secured, child-resistant caps.

SUBTERRANEAN TERMITE IDENTIFICATION

(l-r) Subterranean termite soldier, worker, and swarming reproductive



TERMITE VS. ANT

Comparison between a swarming reproductive (l) and winged ant (r)



Lajuan Tarrance
Inspector

TERMINIX

The Nationwide
Pest Control Experts

The Terminix International
Company
14558 Wicks Boulevard
San Leandro, CA 94577
Office: 510/357-9102
Toll Free: 800/554-4701
Fax: 510/357-1725



Sentricon
Colony Elimination System

Life, Liberty and the Elimination of Termites

Termites Attacking Lady Liberty Eliminated with Sentricon

Structure: Statue of Liberty

City/State: New York, N.Y.

Termite Problem: Subterranean termites were thought to be introduced to Liberty Island during the 1986 renovation program for the Statue of Liberty. First detected in 1994, the termite infestation worsened every year. Termite swarms became an annual springtime occurrence, and were such a nuisance this year the museum inside the Statue had to be temporarily closed. Termites damaged wooden display cases in the museum, threatening the historic documents and artifacts housed inside. Though these valuable relics were not damaged, immediate action was needed.



Solution: The National Park Service chose to install the Sentricon* *Termite Colony Elimination System* at Lady Liberty, to eradicate the attacking termite colonies permanently. They selected Sentricon because it eliminated the need to drill through the floors and walls of the structure. Recruit* AG bait devices were affixed to active areas inside the Statue of Liberty to protect the contents of the damaged display cases, in conjunction with in-ground Sentricon stations.

Outlook: For the first time in three years, the Statue of Liberty did not experience a spring termite swarm. The Sentricon System eliminated multiple termite colonies in July of 1997, thirteen months after installation of the system.

 **Sentricon***
Colony Elimination System

Winged Insects

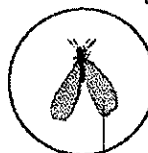
What Is That Winged Insect Flying Around Your Home?

TERMITE OR FLYING ANT? HOW TO MAKE THE CALL

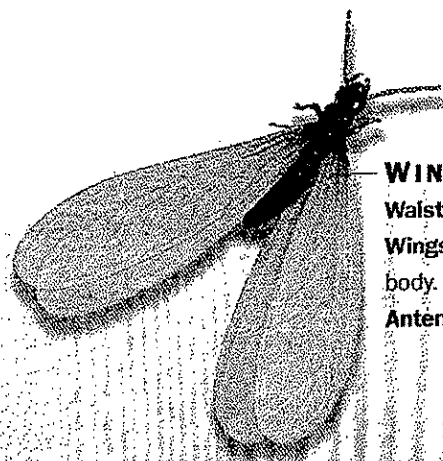
Property owners frequently become alarmed at the sight of swarms of flying insects in or around their homes. Their first thought is that these are winged or "swarmer" termites. These insects, however,

may be the winged forms of one of the common species of ants that invade houses ... such as the little black ant, the carpenter ant or the Argentine ant. These insects are troublesome and annoying in many ways, but, with the exception of the carpenter ant,

do not damage the wood in buildings. One way to tell whether the winged insects you see are termites or merely flying ants is by comparing their physical characteristics to the illustrations below.



Actual size of winged termite

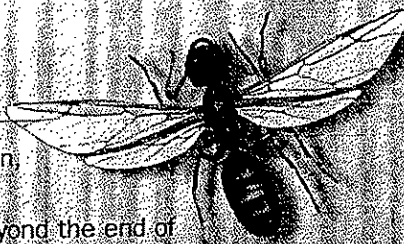


WINGED TERMITES

Waist: Straight, thick and well rounded
Wings: Extend far beyond the end of the body. All four wings of equal size and shape.
Antennae: Straight and beaded

WINGED ANTS

Waist: Very thin and pinched in, wasp-like
Wings: Extend only slightly beyond the end of the body. Fore wings longer than the hind wings.
Antennae: Elbowed



Always verify positive ID with your local Terminix Professional. When you see a flying insect, save a specimen for your Terminix inspector.

We're ready to respond to your call 24 hours a day, seven days a week. For more information on how we can protect your home or to schedule a free inspection, call us today at

1-800-TERMINIX
(1-800-837-6464)

www.terminix.com



HOW TERMITES SWARM

Winged reproductive termites, called swarmers, emerge inside and then fly toward the light that comes through windows. If this occurs, save a few for identification purposes, then remove the others using a vacuum.

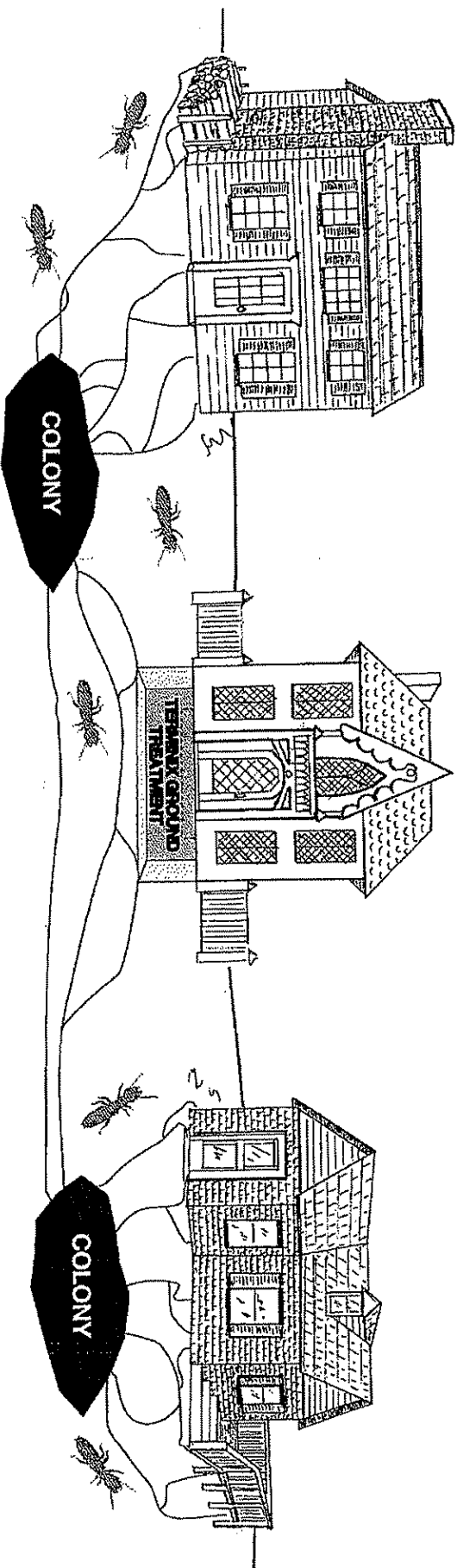
TERMINIX
No Bugs. No Hassles.



Quality Service Network

Termites • Ants • Fleas • Ticks • Mosquitoes • Bed Bugs • Wasps • Bees • Spiders • Rodents • Birds • Houseplants • Lawn Care • Pest Control

HOW SUBTERRANEAN TERMITES MOVE THROUGH YOUR NEIGHBORHOOD



Should I Be Concerned If My Neighbors Have Termites?

- Subterranean termites are a greater threat to property than tornados, lightning, fires, and hurricanes combined.
- No type of construction is safe from termites. They only need to find a crack about the width of a dime to get in.
- Subterranean termites cost homeowners over \$1 billion each year in repairs and treatment.
- Subterranean termites live in the ground and can travel up to 150 feet or more to find a food source. They do not hibernate, and never sleep. They are active all year.
- The only way to protect your home is through proper professional treatment.
- Ask for details about our money back satisfaction guarantee.

**CALL 1-800-TERMINIX AND PRESENT THIS FLYER
TO RECEIVE A FREE TERMITE INSPECTION** (single family homes only)

TERMINIX®



What You Should Know About Your Terminix Baiting System:

Q ■ What happens if I have no evidence of termite activity, in or around my home?

If no evidence of termite activity is found, your site will be monitored for activity every other month or on a quarterly basis.

Q ■ If evidence of termite activity is found, what steps are taken to monitor the site?

Once termite activity is detected, and the Termite Bait is in place, your site is monitored monthly, for the next three months. If after that period of time no more evidence of termite activity is found, your site will be monitored every other month or quarterly.

Q ■ How will I know when my subterranean termite problem has been eliminated or controlled?

Terminix defines colony elimination, or control, as attainment of at least two consecutive months of subterranean termite feeding on Termite Bait, followed by two consecutive months of no subterranean termite activity at any Termite Bait Station placement. This period of time must be during a time of year when subterranean termites would be expected to be active at this location.

Q ■ Will my service professional inspect the stations during the winter?

A drop in soil temperature disrupts subterranean termite foraging in the ground.

Here's What We Found Today:

Date 6/30 Time 4:30 a.m. (P.M.)

Findings: No new activity

will check back next month.

Comments: _____

Your Service Professional:

Larry Probst

\$60 Off

Initial Pest Control Service
when you purchase an annual pest control agreement.

Valid only for new customers and single family homes. Not valid with other offers or on same service in
residential or commercial service. Not valid with other offers or on same service in
residential or commercial service. Offer expires in 90 days.

1-800-TERMINIX

No Bugs. No Hassles.

**Sentricon:
Protecting
Your Home
From The
Ground Up.**

TERMINIX

No Bugs. No Hassles.

Q. What do subterranean termites look like?

- A. Termites and ants resemble each other. The easiest way to distinguish between ants and termites is to look at the abdomen and thorax (main body parts). An ant has a narrow waist joining two sections, while a termite's body is broadly joined.

Q. Why do subterranean termites swarm?

- A. Termites swarm in order to disperse and start new colonies. A mature colony may produce winged termites called swarmers. Swarmers emerge from the colony when weather conditions are favorable—especially on warm spring days following rain. After a short dispersal flight, they drop to the ground, shed their wings and pair off with a mate to begin a new colony in the soil.

Q. If I see a subterranean termite swarm in my home, what do I do?

- A. Close off all entrances to the room and vacuum swarmers as they drop to the floor. Because they fly toward light sources, usually windows, be sure to mark the exact location where the termite swarm emerged and call Terminix!

***Maintaining Your
Termite Plan
Is Easy!***

- 1) Make any necessary corrections to your billing address and select your method of payment.
- 2) Write a check or money order, payable to Terminix International. Or, enter your credit card number, expiration date and signature.
- 3) Mail the top portion of this invoice, along with your payment method, in the enclosed reply envelope.

TERMINIX

1-800-TERMINIX

No Bugs. No Hassles.

terminix.com



Q. What's the difference between subterranean, drywood and formosan termites?

A. Subterranean termites live in underground colonies which are highly organized societies of several hundred thousand to one million or more termites within a loose collection of underground tunnels and chambers. Workers are creamy white, wingless creatures about 1/8" long with head-like antennae.

Drywood termites establish in dry, sound wood that may have as little as three percent moisture content. Unlike subterranean termites, they are not dependent upon a constant moisture supply. Drywood termites are mainly found in coastal areas.

Formosan termites are almost exclusively found in southern coastal areas and port cities, and are widely found in Hawaii. They are the most aggressive and potentially destructive termite species in the U.S., partially due to the size of their colonies, which can number up to several million.

**Maintaining Your
Subterranean Termite
Baiting Plan Is Easy!**

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TERMINIX.

1-800-TERMINIX.

No Bugs. No Hassles.

www.terminix.com



A Gift for You from Terminix

We value the opportunity to serve you—and we'd like to help other people in your community who may be facing similar problems with termites. So if you provide the name of a friend and we treat their home, we'll credit your account for the amount of your annual renewal fee up to \$100. As an extra bonus, we will take up to \$100 off each additional year of coverage for each additional new customer you refer. Just fill in the appropriate information below.

DETACH CARD

Please complete, and return.

YOUR NAME _____

ADDRESS _____

CITY _____ STATE _____

ZIP _____ PHONE _____ EMAIL _____

☐ *Please call me to schedule a free pest control inspection. Because I am a Terminix preferred customer, I will receive a special discount of \$50 if I purchase a Pest Control Service plan.*

Residential Service Only. Here are some people who need to know more about Terminix Termite Coverage.

1. NAME _____

2. NAME _____

ADDRESS _____

ADDRESS _____

CITY _____ STATE _____

CITY _____ STATE _____

ZIP _____ PHONE _____

ZIP _____ PHONE _____

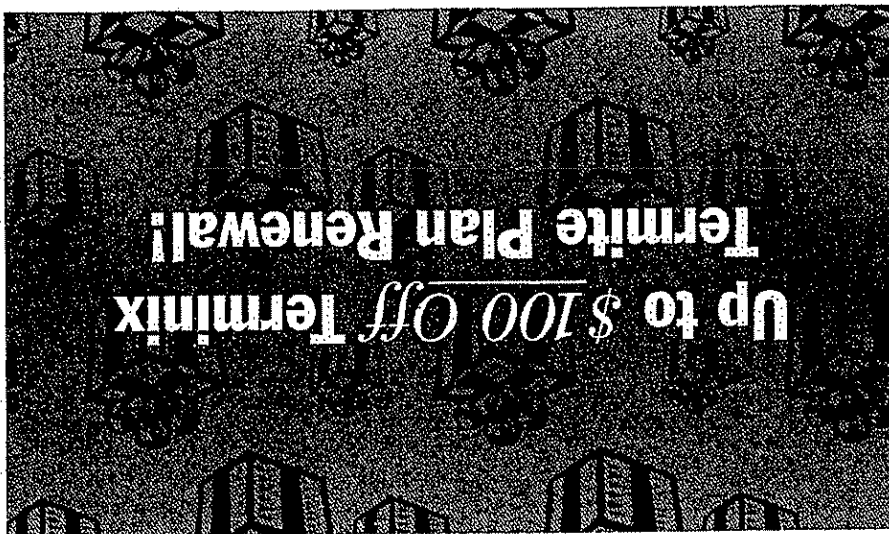
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No other offers apply.

www.terminix.com



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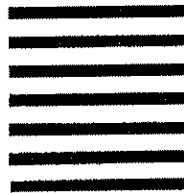
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IN THE
UNITED STATES



Q. What's the difference between subterranean, drywood, and formosan termites?

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Maintaining Your Plan Is Easy!

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- 2) Write a check or money order, payable to Terminix International. Or, enter your credit card number, expiration date and signature.
- 3) Mail the bottom portion of this invoice, along with your payment method, in the enclosed reply envelope.

TERMINIX

www.terminix.com

- Termite and Pest Control

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- Lawn, Tree, and Shrub Care

AMERISPEC

www.amerispec.com

- Home Inspection Services

merry maids

www.merrymaids.com

- Home Cleaning Services

FURNITURE MEDIC

www.furnituremedic.com

- On-Site Furniture Restoration and Repair

RESCUE ROOTER

www.rescueroooter.com

- Plumbing and Drain Cleaning Services

Answers To Your Questions

Q. How do I know if I have a termite problem?

A. Have a Terminix service professional inspect your home for evidence of termites, like damage or shelter tubes. Be sure to indicate if you have seen swarming termites or discarded wings near doors or windows. However, the best time to treat for termites is before you get them.

Q. What do termite swarms look like?

A. Termite swarms and flying ants resemble each other. The easiest way to distinguish between them is to look at the abdomen and thorax (main body parts). An ant has a narrow waist joining two sections, while a termite's body is broadly joined. Termites have two pair of wings of equal size and shape, while ants have a large front pair of wings and much smaller hind wings. The antennae on a termite are "straight" while those of ants are "elbowed".

Q. Why do termites swarm?

A. Termites swarm in order to disperse and start new colonies. A mature colony may produce winged termites called swarmers. Swarmers emerge from the colony when weather conditions are favorable especially on warm spring days following rain. After a short dispersal flight, they drop to the ground, shed their wings and pair off with a mate to begin a new colony in the soil.

Q. How long does it take to control or eliminate a colony if I elect the Terminix Termite Baiting Program?

A. Once the system is installed, it can take from a few weeks to several months for termites to enter the monitoring stations, depending on several factors including time of year, geography, termite pressure and termite species. Once the termites are transferred to baiting devices and begin feeding on the termite bait, the process of decline toward colony control or elimination begins. In controlled studies, research with Recruit III bait has shown control or elimination of 50% of termite colonies within 4 months of feeding on the bait. Other colonies require up to nine months, and occasionally longer, depending on various environmental conditions. For details, ask your Terminix professional about the average length of time necessary for colony control or elimination in your area.

Q. How long does it take to control subterranean termites if I elect the Terminix Soil Treatment Program?

A. Terminix utilizes non-repellent soil treatment termiticides that begin controlling termites as soon as they enter a treatment zone. Research has shown that active infestations in structures are often controlled within 3 months. The non-repellent nature of these products means that termites are unable to detect their presence, and may actually spread the control effects to some of their nest mates.

For proven, long lasting protection against termite infestation and the costly damage termites can cause, trust Terminix Termite Control. You can be confident that Terminix has helped safeguard your home against termite attack. Ask your Terminix professional if your home qualifies for the Terminix Unlimited Protection Plan.

1-800-TERMINIX

No Bugs. No Hassles.

terminix.com

Answering your questions.

Q. HOW DO I KNOW IF I HAVE A TERMITE PROBLEM?

A. Have an authorized pest control professional inspect your home for evidence of termites, like wood damage and mud tubes. Be sure to indicate if you see swarming termites or discarded wings near doors and windows.

Q. WHAT IS IN RECRUIT II TERMITE BAIT THAT ELIMINATES TERMITE COLONIES?

A. The active ingredient in the bait is hexaflumuron, an insect growth regulator (IGR). The IGR stops the termites' vital molting process, so they are unable to grow. As a result, they die.

Q. WHY CAN'T YOU JUST PUT RECRUIT II IN ALL THE STATIONS RIGHT AWAY?

A. Establishing feeding in the station first is critical. Baiting all the stations offers no advantage in the speed of colony elimination, and would be an inappropriate use of the termite bait.

Q. HOW LONG DOES IT TAKE TO ELIMINATE THE COLONY?

A. Once the Sentricon System is installed, it can take from a few weeks to several months for termites to enter the stations, depending on several factors including time of year, geography, termite pressure and termite species. Once the termites are transferred to Baitube devices and begin feeding on Recruit II termite bait, the process of decline toward colony elimination begins. Ask your authorized pest control professional about the average length of time necessary for colony elimination in your area. It's important to remember that termites' natural behavior, upon which the Sentricon System relies, varies with the factors mentioned above, so the time and effort needed to achieve colony elimination may vary as well.

Q. WHAT IF MY HOUSE IS ALREADY INFESTED WITH SUBTERRANEAN TERMITES?

A. The Sentricon System will be installed to eliminate the termite colony and the long-term threat. If the infestation is serious, your authorized pest control professional may also recommend a remedial treatment with a liquid product such as Dursban® TC termiticide or Equity® termiticide for immediate localized control.

Q. IS SENTRICON EFFECTIVE AGAINST THE KIND OF TERMITES I HAVE?

A. Recruit II termite bait used in the Sentricon System is effective against all economically important subterranean (not drywood) termite species in the continental U.S. and Hawaii. It does the job in varying soil, climatic and geographic conditions.

Q. WHY DON'T THE TERMITES JUST GO BETWEEN THE STATIONS TO REACH MY HOUSE?

A. Termites continuously search for new feeding sites, even though they may have already located an abundant food source. Termites also feed randomly among all available food sites within their foraging area. Therefore, if termites are foraging near your home, they will find and attack the monitoring devices in one or more of the stations, even if the colony is located beneath the home.

Q. IF MY NEIGHBORS USE THE SENTRICON SYSTEM, WON'T MY HOUSE BE PROTECTED, TOO?

A. No. Sentricon can only protect structures where it's installed. It's possible that there are many colonies foraging in your neighborhood and the one that's attacking your home may not be the one attacking your neighbor's home.

Q. WHEN THE COLONY HAS BEEN ELIMINATED, WILL THE STATIONS BE REMOVED?

A. Once a colony has been eliminated, another one could invade your property. To keep your home protected, your authorized pest control firm will offer a continuous protection plan in which the Sentricon stations remain in the ground and are professionally monitored for future termite invasions.

Q. WHY SHOULD I USE SENTRICON INSTEAD OF OTHER METHODS?

A. University research has documented that other methods do not provide termite colony elimination. Only Sentricon has proven total colony elimination in the United States and other countries (ask your authorized pest control professional for written examples). In addition, Sentricon is non-disruptive to your daily activities and provides continuous protection against future termite colony attacks.

YOU CAN TRUST THE SENTRICON SYSTEM. Because the Sentricon System actually eliminates the termite colony, you can be confident your home is protected from termite attack. If you have more questions about Sentricon, talk to your authorized pest control professional.



DowElanco

9330 Zionsville Road, Indianapolis, Indiana 46268-1054

www.sentricon.com

311-48-066 (1/97) BR

30549



...Into a Priceless Relationship

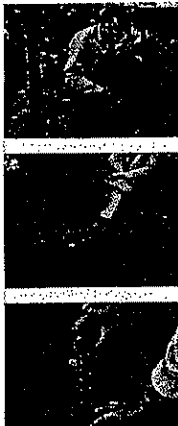


Subterranean termites can enter your home through cracks as small as 1/32 of an inch. And, because subterranean termites hide in the recesses of your walls, floors, ceilings and crawl spaces, you may not even notice them until damage has been done. What's more, your homeowners insurance probably won't cover termite damage. That's why you need the subterranean termite service that only Terminix can offer.

WE HAVE EXPERIENCE

As the first company to obtain a patent for a termiticide, Terminix continues to use state-of-the-art techniques. To help defend your home against these destructive insects, we employ the industry's largest staff of entomologists.

WE KNOW YOUR HOME'S HISTORY



To formulate a unique plan of action for defending your home, we conducted an initial inspection, taking your home's construction type and floor plan into consideration. Next, we responded with our advanced subterranean termite baiting system, the most effective subterranean termite control or elimination technique available.

WE'RE IN CONTROL

Now we follow up our initial subterranean termite baiting with timely monitoring of the bait stations. As part of your Terminix Subterranean Termite Baiting Plan, one of our trained service professionals will monitor your baiting system periodically for signs of active subterranean termites. The baiting system not only alerts you if subterranean termites are foraging around your home, it also helps to eliminate or control their entire colonies, defending your home as long as the system is in place.



WE'RE YOUR SUPPORT

To prove our commitment to you, Terminix stands behind our Subterranean Termite Baiting Plan with total satisfaction guaranteed or your money back! That means, if you're ever dissatisfied with the quality of service we provide, we'll work to resolve the issue to your satisfaction or give you a prorated refund of your last prepaid annual termite renewal fee—no questions asked.

For your convenience, our customer service line is open 24 hours a day, 365 days a year. Just call 1-800-TERMINIX (837-6464) anytime to speak with a Terminix representative. Or, check out our Web site at www.terminix.com.

JOIN THE FIGHT

Here are some tips for helping defend your home against the constant threat of subterranean termite infestation:

- Stack firewood away from your home.
- Grade the soil around your home's foundation to carry water away.
- Keep your gutters and downspouts in good condition.
- Do not store wood items in your home's crawl space.

Although subterranean termite swarms do not cause damage, they can be unsettling. In the rare event that you see a subterranean termite swarm in your home, please remember:

- Vacuum up the termite swarms.
- Mark the exact location of the termite swarming activity.
- Call Terminix! We'll gladly schedule an inspection of the area and evaluate our monitoring and baiting system as needed to help attain elimination or control of the subterranean termites around your home.

1-800-TERMINIX

No Bugs. No Hassles.

www.terminix.com

24 hours a day, 365 days a year



TMX 12432-100

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Terminix also offers
you reliable Pest
Control services.
Check below if you've
seen any crickets, ants,
roaches, spiders or
mice on your property.

☐ **Yes! I would like
a FREE pest inspection.**

**Refer your friends to Terminix,
and you may save up to \$100 off
your next year's termite renewal fee!**

When you refer a friend, your referral must purchase a renewable termite plan
and the \$100 credit will be applied to your next year's termite renewal fee.

Friend's Name	Friend's Name
Address	Address
City State Zip	City State Zip
Telephone	Telephone

***With a Terminix Subterranean Termite Plan,
You won't have to worry about
subterranean termites... EVER!***

With a Terminix Subterranean Termite Plan, we'll help defend your home against the threat of termites. Compare us to other termite companies—**Terminix Offers Total Satisfaction Guaranteed or Your Money Back!** That means, if you're ever dissatisfied with the quality of service we provide, we'll work to resolve the issue to your satisfaction or give you a prorated refund of your last pre-paid annual termite renewal fee—no questions asked.

- We provide the service necessary to help defend your home against subterranean termites.
- We re-inspect your home at your convenience.
- We re-treat any areas of subterranean termite re-infestation at no extra charge to you.
- We offer a non-cancelable policy. Even if your termite problems continue, Terminix cannot cancel your termite plan—only you can.
- We accept VISA®, MasterCard® and DISCOVER®.

***Maintaining Your
Termite Plan
Is Easy!***

- 1) Make any necessary corrections to your billing address and select your method of payment.
- 2) Write a check or money order, payable to Terminix International. Or, enter your credit card number, expiration date and signature.
- 3) Mail the top portion of this invoice, along with your payment method, in the enclosed reply envelope.

TERMINIX

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MX-C2/C4 11/00



PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT
12

Available only from an authorized technician.



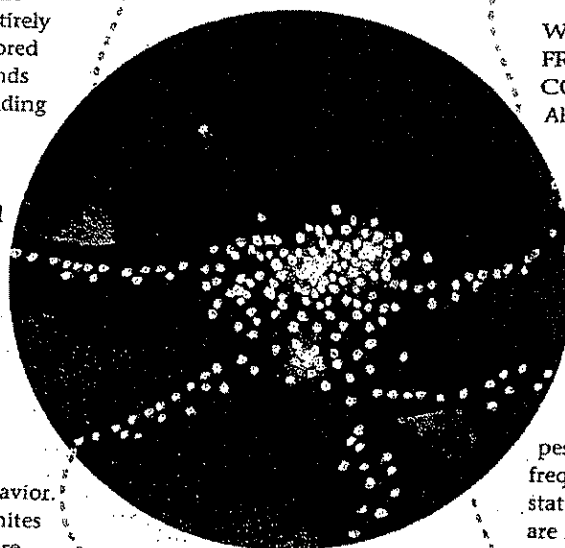
WHY YOUR HOME NEEDS AN AUTHORIZED TECHNICIAN.

Putting Sentricon to work is a complicated process. The techniques used are entirely new. It must be monitored regularly. And it demands an advanced understanding of termite biology and behavior. That's why Sentricon is available only from a professional pest control firm with technicians trained by DowElanco and equipped with sophisticated data reporting tools to track termite activity.

Technicians receive extensive training on termite biology and behavior. They're taught how termites forage, how termites share information with other colony members, what to look for at a feeding site, how to identify termite species and

how to handle termites.

Your trained technician knows where to place the



A termite colony is a complex society hidden from view. Only a trained expert can eliminate it using the Sentricon System.

stations in prime termite foraging areas, how often to monitor the stations, and when to install Recruit II termite bait.

WHAT YOU CAN EXPECT FROM YOUR PEST CONTROL COMPANY.

Along with specialized training in the Sentricon System, your authorized pest control firm offers years of experience controlling termites and other household pests. What's more, Sentricon is from DowElanco, the industry leader in pest control technologies and training.

You'll be seeing your pest control professional frequently as the Sentricon stations around your home are regularly monitored. With such close attention, you can be confident you'll receive the best possible termite protection for your home.

Q. What's the difference between subterranean, drywood, and formosan termites?

A. Subterranean termites live in underground colonies which are highly organized societies of several hundred thousand to one million or more termites within a loose collection of underground tunnels and chambers. Workers are creamy white, wingless creatures about 1/8" long with bead-like antennae.

Drywood termites establish in dry, sound wood that may have as little as three percent moisture content. Unlike subterranean termites, they are not dependent upon a constant moisture supply. Drywood termites are mainly found in coastal areas.

Formosan termites are almost exclusively found in southern coastal areas and port cities, and are widely found in Hawaii. They are the most aggressive and potentially destructive termite species in the U.S., partially due to the size of their colonies, which can number up to several million.

Maintaining Your Plan Is Easy!

- 1) Make any necessary corrections to your billing address and select your method of payment.
- 2) Write a check or money order, payable to Terminix International. Or, enter your credit card number, expiration date and signature.
- 3) Mail the bottom portion of this invoice, along with your payment method, in the enclosed reply envelope.

TERMINIX

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- Termite and Pest Control

ServiceMaster
Clean

www.servicemasterclean.com

- Window, Carpet, Furniture and Drapery Cleaning
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- Electrical Services

AHS AMERICAN HOME SHIELD

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ServiceMaster
HOME SERVICE CENTER
www.servicemaster.com

TRUGREEN ChemLawn

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- Lawn, Tree, and Shrub Care

AMERISPEC
HOME INSPECTION SERVICE

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- Home Inspection Services

merry maids

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FURNITURE MEDIC
the go-to place for damaged furniture

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- On-Site Furniture Restoration and Repair

RESCUE ROOTER

www.rescueroooter.com

- Plumbing and Drain Cleaning Services

PLAINTIFF'S FIRST AMENDED
COMPLAINT

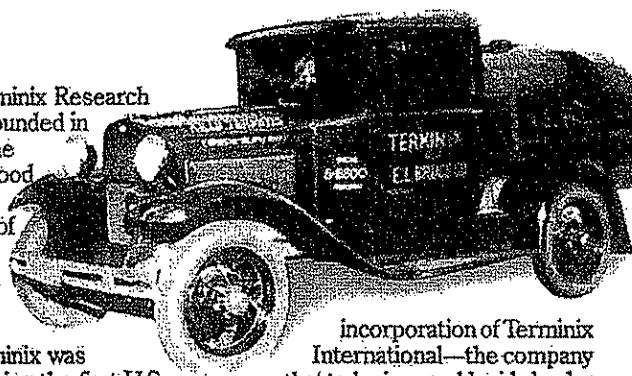
EXHIBIT
13



**THE BEST
PROTECTION
IN AMERICA
AGAINST THE
SINGLE
GREATEST
THREAT TO
YOUR HOME.**

We Pioneered Termite Control And We've Been Perfect

The Bruce-Terminix Research Laboratory was founded in 1927 to explore the preservation of wood and the control of termites. One of its first projects was to establish a treatment plan to prevent termite infestations. Terminix was successful in earning the first U.S. patent ever to be awarded for a termite control chemical. That laboratory's work led to the



incorporation of Terminix International—the company that today is a world-wide leader in termite protection.

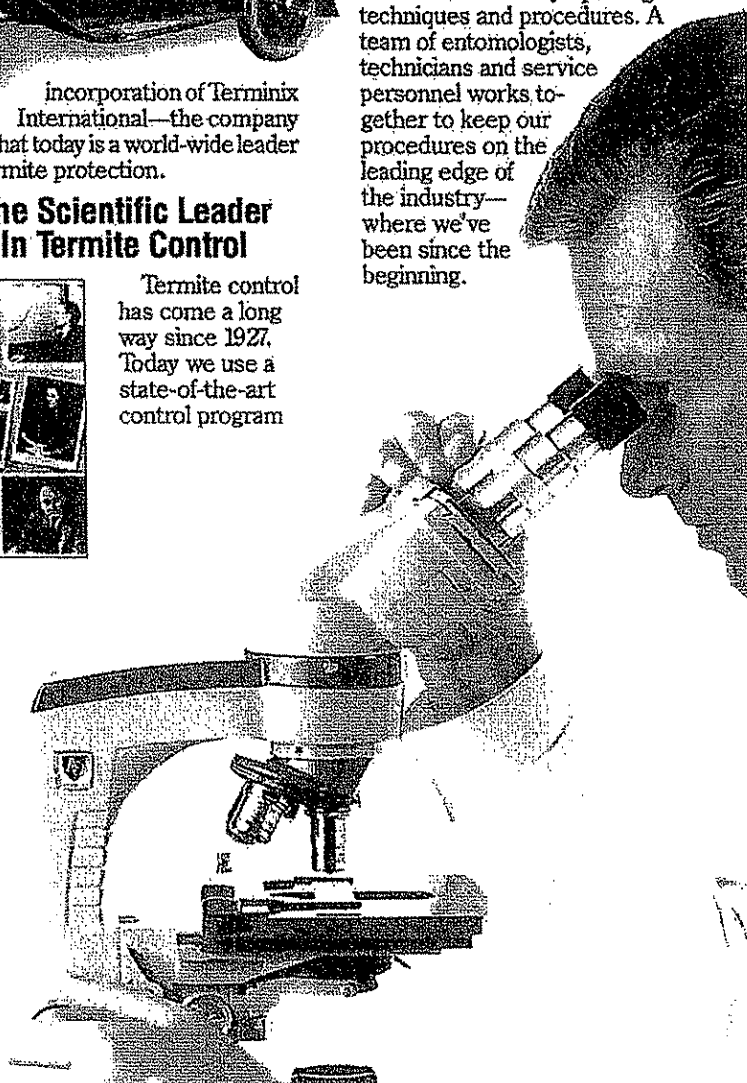
The Scientific Leader In Termite Control



Termite control has come a long way since 1927. Today we use a state-of-the-art control program

and a rigorous training schedule to ensure every home or business is fully protected. And we back up our work with the most thorough protection plan in America.

We are constantly updating our techniques and procedures. A team of entomologists, technicians and service personnel works together to keep our procedures on the leading edge of the industry—where we've been since the beginning.



Termite Control In 1927. Protecting It Ever Since.

Stringent Controls

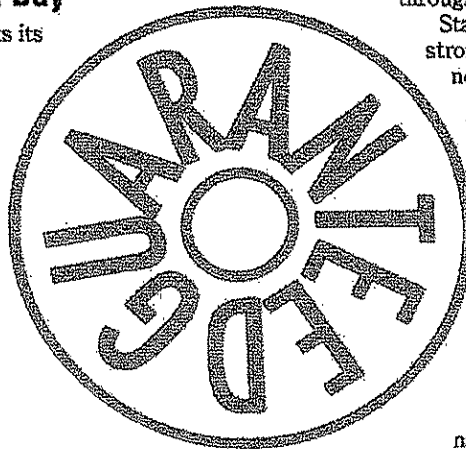
Terminix uses only termiticides which have been tested extensively for effectiveness and our staff keeps our procedures ahead of continually changing technology.



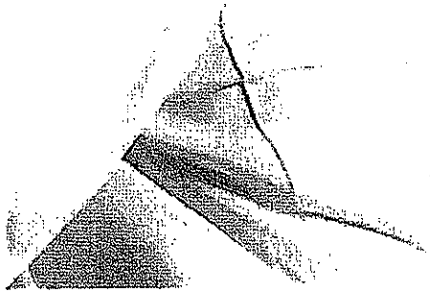
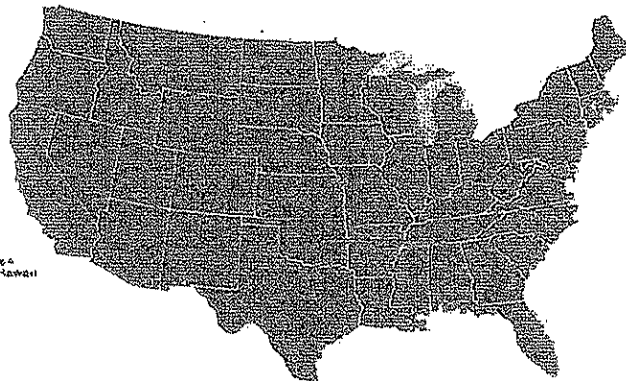
The Best Protection You Can Buy

Terminix backs its work with either the Terminix Protection Plan or the Terminix Service Plan to protect your property from termites as long as you maintain your policy.

**Over 520
Offices To
Serve You**



Terminix has over 520 offices throughout the United States—creating a strong and effective network to serve you better. Terminix technicians throughout the country are provided with extensive information and training—making every local office an extension of a strong national company.



A Termite Colony And Relentl

Termites live in highly organized and efficient societies. Unfortunately, that organization and efficiency causes damage to more structures in America each year than fires, lightning, tornadoes and hurricanes combined.

Workers. The termites which eat structural wood members, siding, carpeting, books and furniture—anything in your home containing cellulose.

Unlike natural disasters, however, your home-owners' insurance will not cover termite damage. The only

effective protection you can get is a quality treatment from Terminix professionals.

Termites Never Sleep

Termite colonies are divided into social classes: primary reproductives (queen and



Soldiers. Protect the colony from ants, their natural enemy, with armor-like head capsule and powerful pinchers.



king), secondary reproductives, workers and soldiers. Each class performs specific duties within the colony, and their activity never ceases.

Termites are unrelenting in their search for food. If your home is unprotected, it is almost certain they will eventually get in.



Swarms. Leave the nest by the thousands in spring or fall to establish new colonies.

And just because your neighbor's home is free from termites is no assurance that yours will be.

Most people believe that termites attack only structural wood members. But termites will attack anything that contains cellulose—books, carpets, drywall, flooring, subflooring, fabrics,



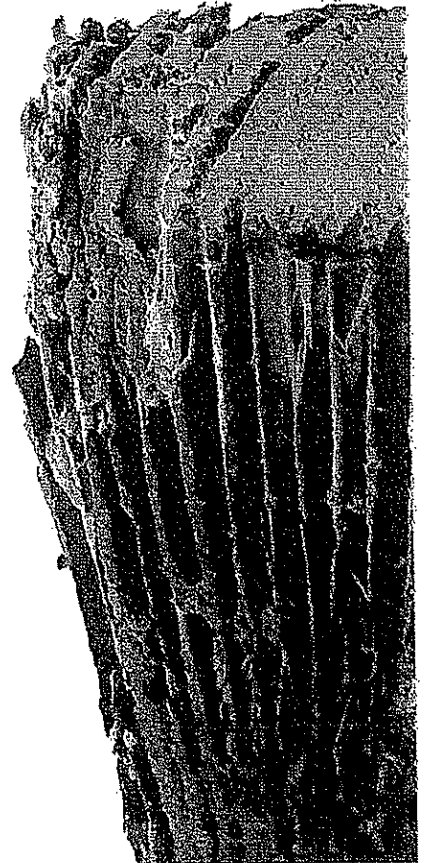
Queen. Can lay over 25,000 eggs each year.

King. Remains in colony with the queen.

Eggs. Will hatch in 50-65 days, and mature to adult form within one year. Can become any type of termite, depending on the needs of the colony.

Termites Are Practically Everywhere

Termites infest every state in the U.S. except Alaska; in an acre of ground, there may be as many as a dozen termite colonies. More than likely, there are termites below your home or business.



Is An Organized Pest Enemy.

Nymph

Developing
Reproductive

furniture, trim,
window frames,
and more.

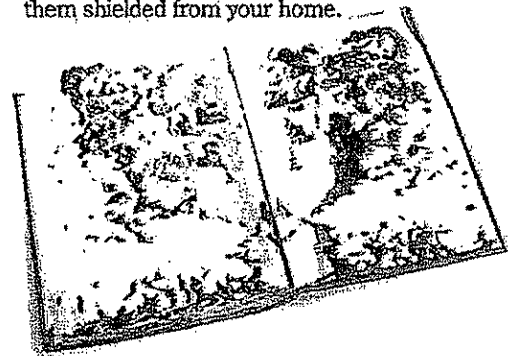
Because they work
silently and hidden from
view, termites can cause
extensive damage before they're
ever discovered. Often the first
signs of possible termite activity
are exposed mud tunnels, or
swarming termites in the spring or
fall. Other signs may be sagging
floors, jammed doors or windows
or cracking paint or plaster.

Termites Have Existed For Over 200 Million Years

Termites are perfectly adapted
for what they do: they have not
changed much in over 200 million

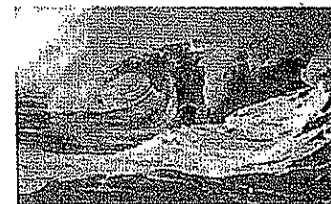
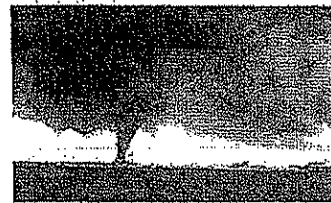
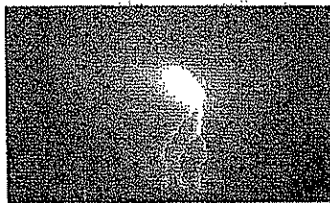
years. It is virtu-
ally impossible to
destroy a termite
colony. Their
subterranean nests
are impossible to
locate and, there-
fore, cannot be

eliminated by natural control mea-
sures. And their numbers are far
too great to be entirely eliminated—
as many as 250,000 individuals
may comprise a single colony. The
only solution you have is to keep
them shielded from your home.



Subterranean Termites Are A Greater Threat To Property Than Tornadoes, Lightning, Fires, And Hurricanes Combined.

Termites are hid-
den invaders, work-
ing from the inside
out, and can do
extensive damage
without ever being
detected. A termite-
damaged floor joist
or sill plate that
looks perfectly
sound from the out-
side may crumble
in your hand.

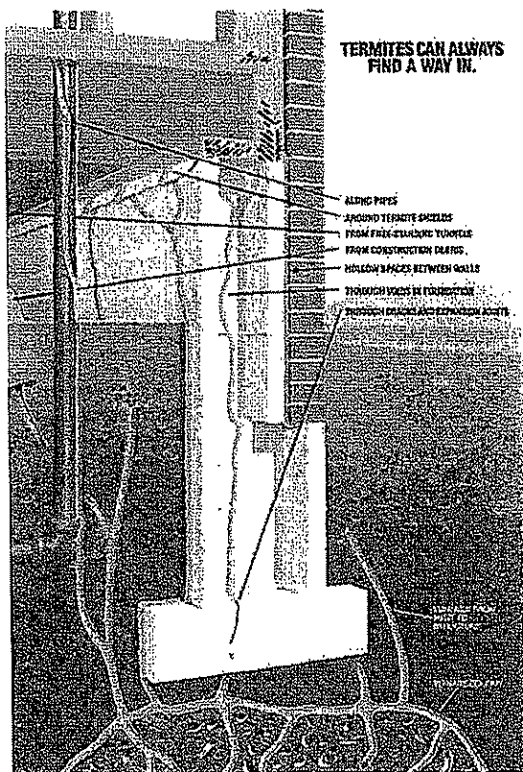


No Type Of Construction Safe From

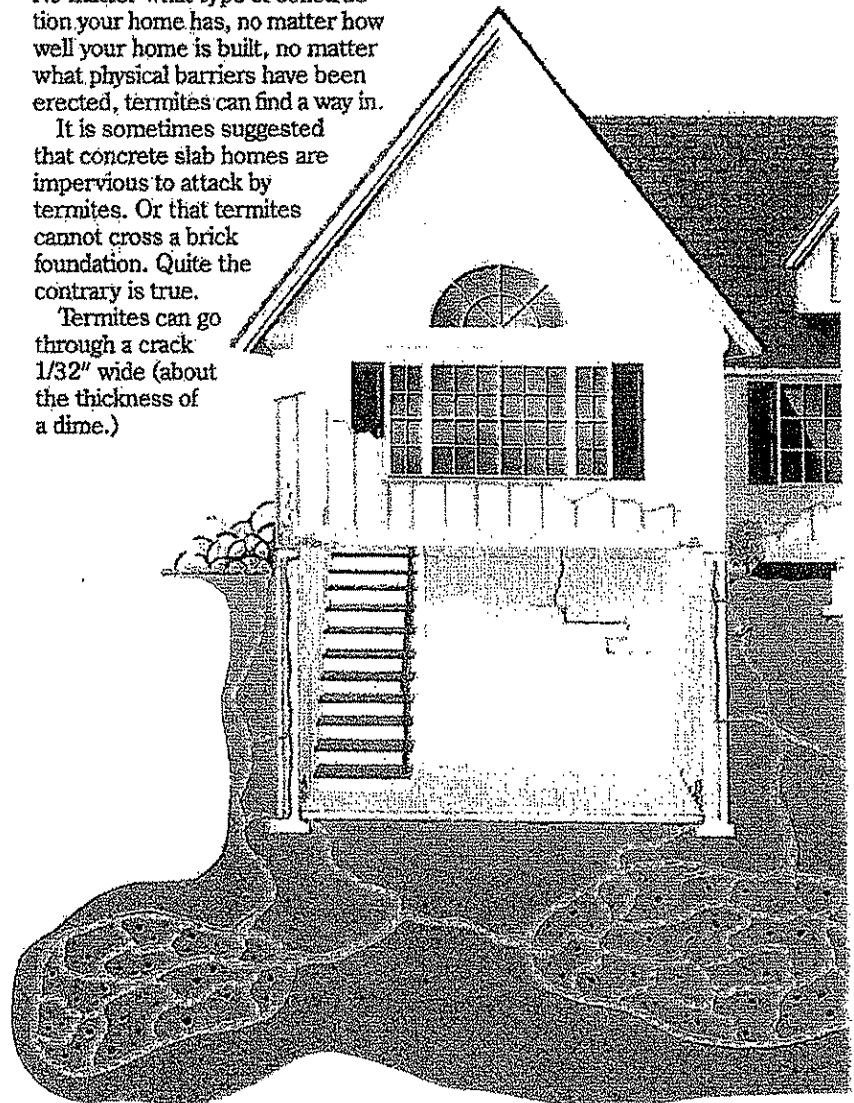
No matter what type of construction your home has, no matter how well your home is built, no matter what physical barriers have been erected, termites can find a way in.

It is sometimes suggested that concrete slab homes are impervious to attack by termites. Or that termites cannot cross a brick foundation. Quite the contrary is true.

Termites can go through a crack $\frac{1}{32}$ " wide (about the thickness of a dime.)

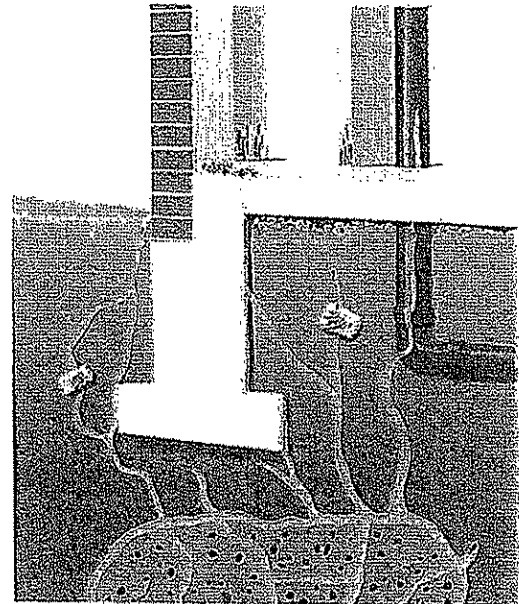
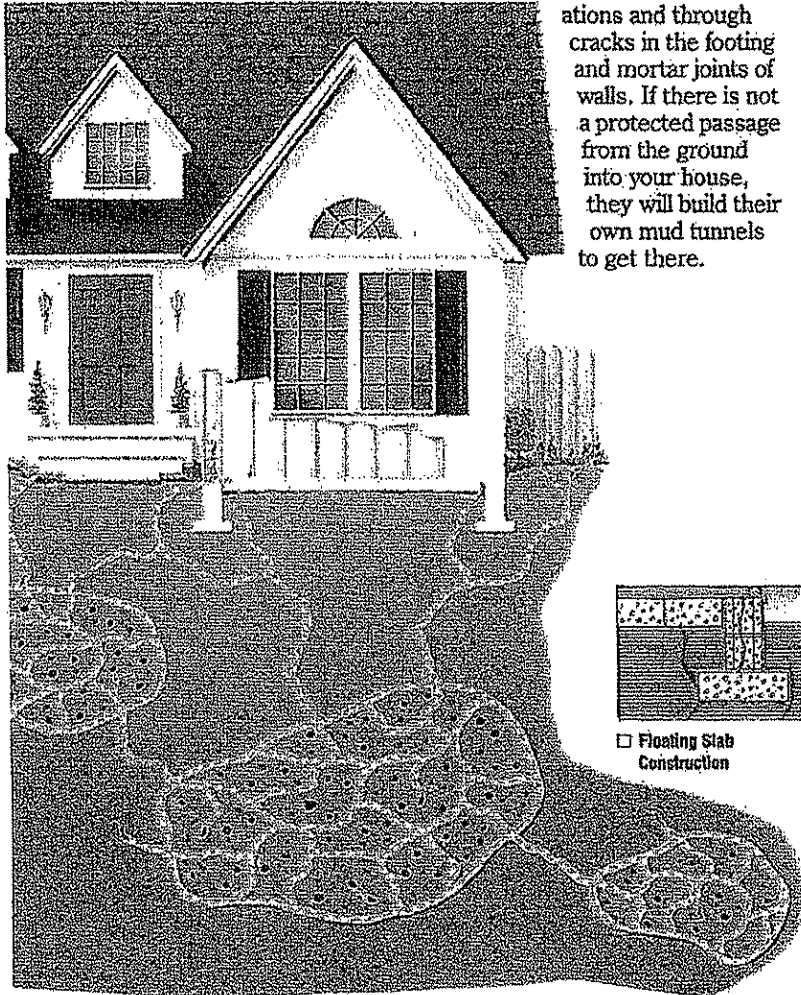


CONVENTIONAL FOUNDATION. Termites enter buildings where wood touches the ground. They can also build their own humidity-controlled access tunnels from the ground—along foundations and piers and around any physical barrier.



Construction Is Termites.

They will follow a pipe right through a concrete slab. They will get through expansion joints and cracks, through the interior of hollow block foundations and through cracks in the footing and mortar joints of walls. If there is not a protected passage from the ground into your house, they will build their own mud tunnels to get there.



SLAB FOUNDATION Termites will penetrate the tiniest crack in a solid slab foundation. To a termite, any opening—along pipes, expansion cracks or fractures in the concrete—is a wide open passageway into your home.



☐ Floating Slab Construction



☐ Supported Slab Construction



☐ Monolithic Slab Construction

Terminix Stops

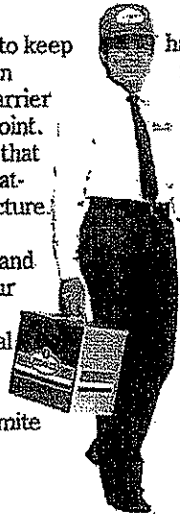
There is only one way to keep termites at bay—create an impenetrable chemical barrier at every possible entry point.

As you might imagine, that requires an individual treatment plan for every structure. Thorough knowledge of construction techniques and termite habits makes your Terminix inspector the best qualified professional to create and execute this plan.

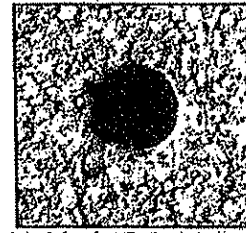
After conducting a termite

hazard survey and a thorough inspection, your inspector will complete a graph of your home, showing any visible existing termite damage and all treatment methods at the areas where they will be applied.

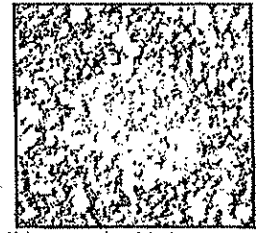
Your customized treatment plan will include techniques to stop termites at every conceivable entry point to your home. Once completed, it will effectively isolate your home from the thousands of termites that may be lurking below it.



Terminix Technician drills foundation for chemical application where necessary.



Actual size of application holes are approximately 1/4" to 1/2" in diameter.



Holes are neatly patched.

Terminix control specifications

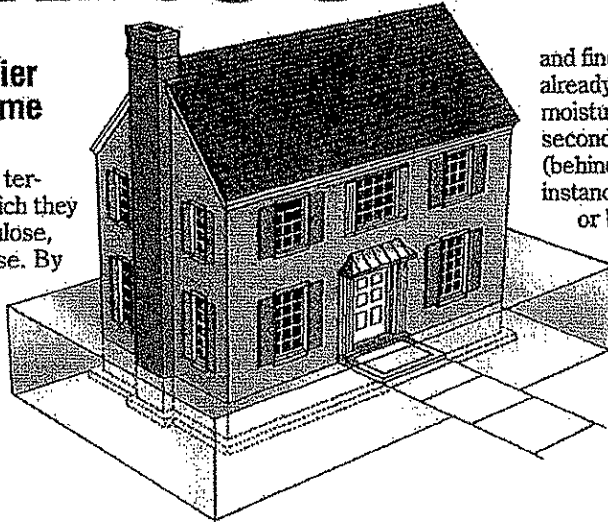
GENERAL SPECIFICATIONS

<input type="checkbox"/> 109-A Remove form boards. 	<input type="checkbox"/> 110 Scrape off termite shelter tunnels. 	<input type="checkbox"/> 117 Treat soil adjacent to foundation. <input type="checkbox"/> Trench <input type="checkbox"/> Rod 	<input type="checkbox"/> 117-A Drill and treat exterior slab that abuts structure.
<input type="checkbox"/> 118 Tunnel and treat dirt fill from: <input type="checkbox"/> Rear <input type="checkbox"/> Side 	<input type="checkbox"/> 120 Rod and treat dirt-filled area from above. 	<input type="checkbox"/> 121-A Rod and treat dirt fill from: <input type="checkbox"/> Rear <input type="checkbox"/> Side <input type="checkbox"/> Front 	<input type="checkbox"/> 129 Drill and treat double brick foundation voids.
<input type="checkbox"/> 130 Drill and treat stone foundation voids. 	<input type="checkbox"/> 131 Drill and treat triple brick foundation voids. 	<input type="checkbox"/> 132 Drill & treat concrete block foundation voids. 	<input type="checkbox"/> 133 Drill and treat brick veneer voids.
<input type="checkbox"/> 134 Treat fireplace or chimney voids. 	<input type="checkbox"/> 138 Drill and treat termite infested sill or plate. 	<input type="checkbox"/> 140 Drill and treat termite infested joist. 	<input type="checkbox"/> 152 Break ground contact on step stringers.
<input type="checkbox"/> 160 Rod and treat planter box. 	<input type="checkbox"/> 161 Prepare floor surface for drilling. <input type="checkbox"/> Tile <input type="checkbox"/> Carpet <input type="checkbox"/> Hardwood <input type="checkbox"/> Terrazzo 	<input type="checkbox"/> 162 Install Termometers™. 	<input type="checkbox"/>

Termites Cold.

We Create A Barrier Between Your Home And The Soil

To survive, subterranean termites require moisture, which they find in the ground, and cellulose, which they find in your house. By creating a chemical barrier under and around your home, we prevent new termites from entering



and finding food, and cause those already inside to die from lack of moisture. In some cases, there are secondary sources of moisture (behind bathtubs and sinks, for instance) that may have to dry out or be repaired before existing termites are eliminated. As long as this chemical barrier remains undisturbed and active, your home is safe from termites.

<input type="checkbox"/> 101 Under-structure clearance 14"	<input type="checkbox"/> 105 Provide access to crawl space	<input type="checkbox"/> 106 Install Auto Vents Number _____	<input type="checkbox"/> 109 Remove all cellulosic debris
<input type="checkbox"/> 111 Set wood supports on concrete pads.	<input type="checkbox"/> 114 Treat soil adjacent to foundation walls.	<input type="checkbox"/> 115 Treat soil adjacent to piers.	<input type="checkbox"/> 116 Treat soil adjacent to pipes
<input type="checkbox"/> 205 Install ground cover.	<input type="checkbox"/> 206 Install floor supports	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 104 Provide access to plumbing.	<input type="checkbox"/> 122-A Treat expansion joints	<input type="checkbox"/> 123 Treat entrances in slab-bathub and sewer lines.	<input type="checkbox"/> 123-A Drill & treat along partition wall
<input type="checkbox"/> 123-AA Drill & treat both sides of partition wall.	<input type="checkbox"/> 124 Treat inside perimeter of slab by rodding from outside.	<input type="checkbox"/> 126 Treat inside perimeter of slab from inside	<input type="checkbox"/>
<input type="checkbox"/> 102 Provide access to ceiling basements.	<input type="checkbox"/> 122 Drill and treat concrete basement floor.	<input type="checkbox"/> 144 Drill and treat termite infested basement door frames.	<input type="checkbox"/>

The Best Money Can Buy.

Terminix pioneered termite control in 1927. And we're still leading the industry. Over 60 years of experience and testing, plus a high standard of commitment to serving our customers, keep us at the top.

When you choose a termite company, remember the benefits you'll receive by going with the leader.

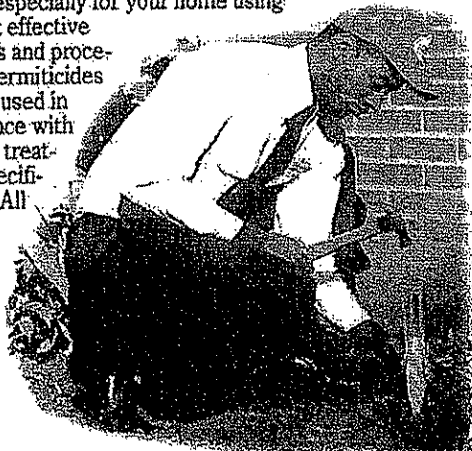
The Experience To Do The Job Right

Terminix has inspected and treated millions of homes and businesses. We have the experience, the knowledge and the highly specialized equipment to do the job right.

Termite treatment is an exacting and specialized science. Years of practical experience, lab and field research, scientific control procedures and specialized equipment enable us to do the job effectively and efficiently.

Terminix Protection Works Two Ways

Terminix technicians customize their service especially for your home using the most effective materials and procedures. Termiticides are only used in accordance with rigorous treatment specifications. All termiticides go directly



into the soil or building materials, where they bond tightly to create the shield against termite infestation.

We Do Our Homework

Every Terminix inspector and technician undergoes extensive initial training in termite habits, types of construction, treatment specifications and procedures and federal and state regulations. A Terminix professional's training does not end there however. Continuing education keeps all personnel updated and informed about the latest techniques, procedures and regulations. You can trust your local Terminix personnel to be the most informed and knowledgeable specialists in the industry.

Reinspections On Request

While you maintain your Protection or Service Plan, we will reinspect your home anytime you request it or when we believe a reinspection is necessary. Should we detect new termite

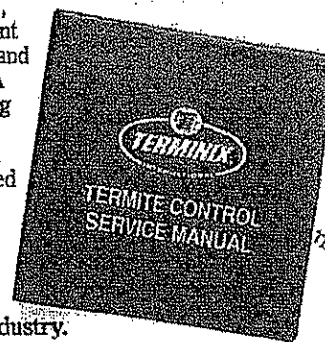
activity at any time, we will take immediate steps to control it.*

*See Guarantee for complete details.

Termometers™ Help Detect Termites Early

Terminix is the only company to install Termometers™ for early

detection of termites. These are wooden stakes driven into the treated soil at strategic locations around your home. They may be removed and examined to determine if termites have breached the chemical barrier. If termites are present, we will take immediate action to reestablish the barrier.



Your Terminix Plan Cannot Be Cancelled

As long as you own your property and maintain your contract, your Terminix Protection Plan or Terminix Service Plan will not be cancelled by Terminix for any reason. And your renewal fee is guaranteed not to increase for three years.

Our Guarantee Adds Value To Your Home

Your agreement not only protects your home, it protects your investment—assuring you that your structure will be kept termite-free.

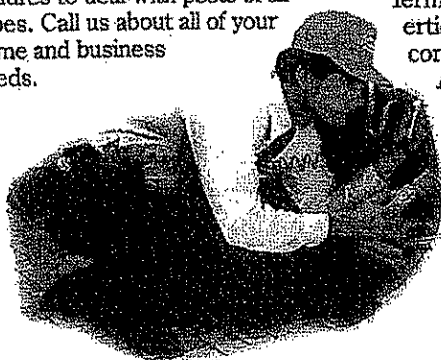
**Customer Satisfaction
Is Our First Concern.**

Since 1927, Terminix has made customer service its highest priority. If you ever encounter a problem or question, please call us immediately. We'll do everything possible to solve it quickly and to your complete satisfaction. **CALL TOLL FREE: 1-800-WE SERVE**



Other Problems Are No Problem For Terminix.

We have expert control procedures to deal with pests of all types. Call us about all of your home and business needs.



Commercial Pest Control

Terminix has protected the properties of 91 of the largest 100 corporations in America. America's top companies trust Terminix; so can you.

Drywood Termites

In some climates, drywood termites can attack your home—a completely different problem from subterranean termites. We can stop them, too.

Carpenter Ants

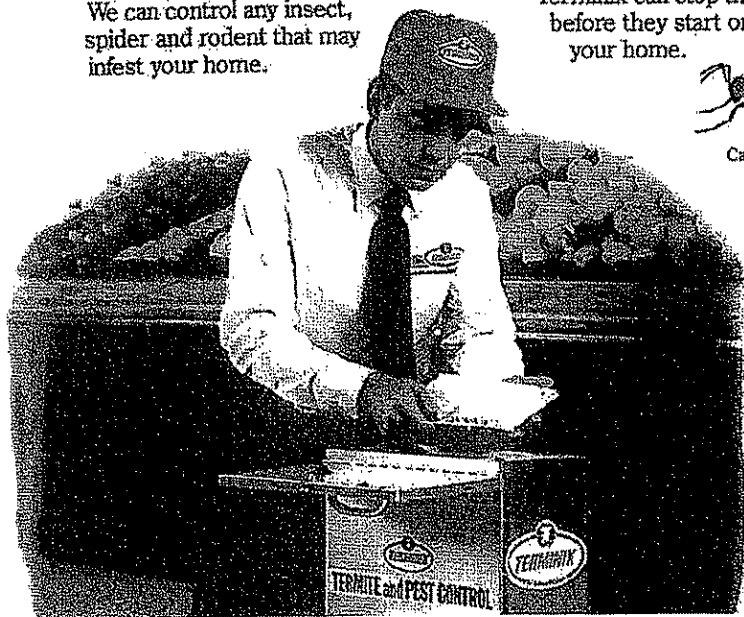
Like subterranean termites, carpenter ants cause structural damage to buildings. But Terminix can stop them even before they start on your home.



Carpenter Ant

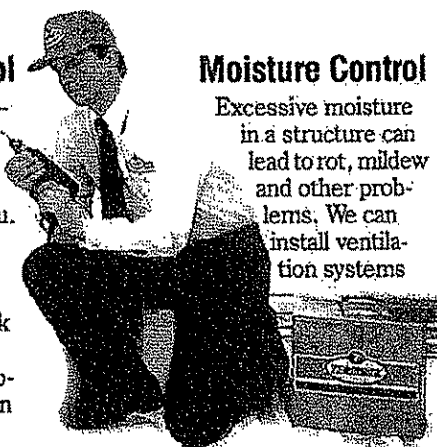
Residential Pest Control.

Terminix is one of America's largest pest control companies. We can control any insect, spider and rodent that may infest your home.



Moisture Control

Excessive moisture in a structure can lead to rot, mildew and other problems. We can install ventilation systems



and vapor barriers to reduce moisture problems.

Bird Control

Pigeons, starlings and other unwanted birds can be health hazards as well as nuisances. We have numerous control programs to keep them from spoiling your property.



We Guarantee It.

You can't buy better termite protection than Terminix. Our Terminix Protection Plan means that as long as you maintain your agreement, we will keep your home free of termites, or pay for any new damage they cause. Period. Guaranteed.*

And our Terminix Service Plan offers you guaranteed retreatments as necessary, without the full replacement benefit of the Terminix Protection Plan.*

*See Guarantee for complete details.

100% Guaranteed Full Replacement With The Terminix Protection Plan*

Occasionally termites do reinfest a home. If it happens while your Terminix Protection Plan is in effect, we will repair or replace any new termite damage—no matter where, no matter what the cost—at our expense.

In addition, your home will be retreated at no additional cost as long as you own your property and maintain your contract.

*See Guarantee for complete details.

*Guarantee may vary by state.

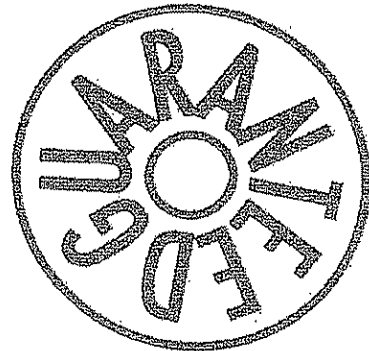
Guaranteed Retreatments With The Terminix Service Plan*

Some homes will not qualify for a guarantee against future damage. Wood siding or steps may touch the ground. Ceiled basements, wells, slab heating systems, or other construction may limit treatment. In these cases, a Terminix Service Plan may be issued, which guarantees retreatment at no charge for control of subterranean termites. With this plan,

we will retreat when necessary at no charge as long as you maintain your contract.

*See Guarantee for complete details.

*Guarantee may vary by state.



A Guarantee Backed By Strength And Stability

A guarantee is only as good as the company backing it. When you choose a termite guarantee, remember that Terminix has been in business since 1927 and has an extensive national organization backing every local office.



Credit Plans Make Payment Easy

We will be glad to finance your termite treatment through our Terminix Retail Installment Plan. Competitive interest and convenient terms make repayment easy. We also accept VISA and MasterCard.*

*Credit plans may vary by state.





Now you can get all these
quality services for your home
or business just by calling

1-800-WE SERVE

Call anytime, day or night. We will
do the job right, or we'll do it over.
We guarantee it.

- ServiceMaster carpet, furniture,
window and drapery cleaning
- Merry Maids residential maid service
- TruGreen lawn care service
- ServiceMaster disaster restoration
services
- ServiceMaster janitorial cleaning service
- American Home Shield home warranty
and service plans.



Quality Service Network

ServiceMaster • Terminix • TruGreen
Merry Maids • American Home Shield

PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT

14

A Comparison of the Firstline® (FMC Corporation) and Sentricon® (Dow Agro Science) Termite Colony Elimination Systems Efficacy on *Heterotermes aureus* (Snyder) in Southern Arizona

August 23, 2005

Paul Baker¹ & Brian Weeks_

ABSTRACT

Firstline® and Sentricon® Termite Colony Elimination Systems were monitored at 20 residential home sites in Tucson, Arizona for their ability to control *Heterotermes aureus* (Snyder) infestations. Firstline® and Sentricon® Termite Colony Elimination System were each installed at 10 homes. Five of the homes were designated either as curative (having active infestations) or preventative (having no active infestation). During the 2 year study, 3 residents terminated their involvement in the Firstline®, while all of the Sentricon® Termite Colony Elimination System homes remained in the program. Mean number of days to first hit at curative homes was 84 versus 96 for Firstline® and Sentricon® Termite Colony Elimination System, respectively. Average bait consumption for the Firstline® system was 14% for the curative homes and 10% for the preventative homes. In contrast, the average bait consumption for the Sentricon® Termite Colony Elimination System was 51% for the curative homes and 58% for the preventative homes, which was significantly different at ($P < .05$).

INTRODUCTION

Baits are a relatively new alternative to the standard liquid termiticide method of barrier treatment that has been used for the last 50 years (Potter 1997). Baiting systems such as Sentricon® Termite Colony Elimination System and Firstline® were introduced into the commercial market over the past decade and now are widely used as an alternative control method by pest control operators. Although testing on the efficacy of such systems has been reported on subterranean termites in the eastern U.S. (Su 1994; Pawson and Gold 1996), in California (Getty et.al., 1999) and Hawaii (Yates and Grace

¹This is a part of the University of Arizona College of Agriculture 2006 Turfgrass and Ornamental Research Report, index at: <http://cals.arizona.edu/pubs/crops/az1421/>

2000), there has been little reported on subterranean termites of the Southwestern U.S.; particularly the desert subterranean termite *Heterotermes aureus* (Snyder). With the desert subterranean termite causing the most structural damage in the Southwest (Jones 1990), consumer demand continues to request information on controlling *H. aureus* in ways that reduces the application of liquid termiticides. The Sentricon® Termite Colony Elimination System and Firstline® systems have the potential to provide an alternative protection to structures against *H. aureus*.

The Sentricon® Termite Colony Elimination System and Firstline® system use essentially the same methodology in monitoring for termites, in that a hardened plastic unit containing wood "monitors" is placed around a structure (Fig. 1). However, the two systems differ in the type of active ingredient that is impregnated in the bait matrix. Sentricon® Termite Colony Elimination System uses a chitin synthesis inhibitor (hexaflumuron) while Firstline® uses a stomach poison (sulfuramide). Various authors including Grace et al. (2000) who showed the effectiveness of sulfuramide in the laboratory against *Coptotermes formosanus*, while Forschler and Chiao (1998) indicated some success with the Firstline® system against *Reticulitermes* spp. in a field setting have tested both systems. Su (1994) has shown success against the eastern subterranean termite *Reticulitermes flavipes* and *Coptotermes formosanus* in terms of nearly 100% reduction of field population using hexaflumuron. Potter et al. (2001) reported the elimination of termite colonies from 21 out of 23 houses infested with *Reticulitermes* spp. in Kentucky using Sentricon® Termite Colony Elimination System. Kistner and Sbragia (2001) found Sentricon® Termite Colony Elimination System to be fully efficacious in eliminating *Reticulitermes hesperus* infestations in Northern California.

The purpose of this study was to experimentally compare both systems to provide structural protection against *H. aureus*.

MATERIALS AND METHODS

Structures: Twenty residential structures were selected in the Tucson area for this study. Ten residential structures were used for both the Firstline® and the Sentricon® Termite Colony Elimination System. All homes except for one (Orth; Table 1) were pre-treated at

the time of construction. None of the homes had received a liquid termiticide treatment in the past 12 months. Each structure was estimated to be 12 to 16 years old, with all of the homes presented in one of four construction types; block, frame stucco, adobe or wood frame. Square footage of each structure was determined along with an estimate of the percent vegetative cover per compass direction and percent irrigated (Table 1).

Firstline: Ten residential structures were selected in Tucson for installation. Five of the homes had previous active infestations and were designated as "curative" while the other five were designated as "preventative" or having no active infestation. Firstline® is composed of cylindrical plastic stations that contain a southern yellow pine monitoring device and uses cardboard bait containing the termiticide sulfuramide (Figure 1). These stations are placed into the ground with a 3.7 cm soil augur approximately 20 cm deep and are spaced around homes at approximately 3m intervals. Stations were installed in April 1999 and were monitored monthly until April of 2001. Whenever a monitor had greater than five termites present, it was considered "hit" and a single auxiliary station was added within 25cm of the original station. The original station was then baited with a GT plus™ bait tube. The original infested wood was then placed in the auxiliary station. Termites collected from the monitor were placed around the bait tube (the tube top is childproof and cannot be opened) in order to "self-recruit" termites from the active colony. Table 2 lists the number of original and auxiliary stations installed at each house in the study. Data was taken on each station for number of "hits" (absent versus presence of tubing, or etching of the wood), and bait consumption (visual percent of bait tube consumed).

Above ground stations containing sulfuramide were placed within the structures at any time evidence of termite activity was noticed.

Sentricon®: The same process was used in the installation of the Sentricon® Termite Colony Elimination System. Using the same criteria as previously stated, there were an additional 10 houses selected in Tucson (5 preventative/5 curative). The Sentricon® System is similar to the Firstline® in that it too is a cylindrical plastic station, but the monitoring device contains two pieces of MD-499 wood and the bait is paper

impregnated with the insect growth regulator, hexaflumuron. Stations were also placed in the ground with a soil augur and were spaced around homes at approximately 3m intervals. Stations were installed in April/May 1999, and were monitored monthly until September/October, 2001 or 30 months. For the Sentricon® Termite Colony Elimination System, whenever a monitor had greater than five termites present it also was considered "hit", two auxiliary stations were added within 25 cm of the original station. Each auxiliary station received one piece of MD-499 wood from the original station along with one new piece of wood. The original station was then baited by placing the termites from the monitor into a Recruit II bait-tube (these tube tops can be screwed off) in order to "self recruit" termites to the tubes. Table 2 lists the number of original and auxiliary stations installed at each house. Data was taken on each station for number of "hits" (absence versus presence of tubing, or etching of the wood), and bait consumption (visual percent of bait tube consumed).

Above ground stations containing hexaflumuron were placed within the structures any time activity was noticed.

RESULTS

The structures in the study all had common features that are presented in Table 1. Eight out of 10 of the Firstline® homes were frame stucco with the remaining two being wood frame and block homes. Square area of the homes ranges from 60-372m². No correlation could be established between percent irrigation and shrub coverage. Only one structure had no irrigation associated with it and shrub coverage was present around all the structures but one. The initial mean number of Firstline® preventative stations versus curative was 27 and 29.4 respectively. Upon completion of the study, auxiliary stations had increased by 3.6 and 6.4 respectively for preventative and curative home sites (Table 2). Six of the Sentricon® Termite Colony Elimination System homes were block homes with three being frame stucco and one being an adobe structure. Square area of the Sentricon® Termite Colony Elimination System homes ranged from 70-325m². Initial mean number of Sentricon® Termite Colony Elimination System bait stations installed

for preventative versus curative homes was 35.8 and 37.6 respectively, with that number increasing to 38.3 and 44.4 by the end of the study (Table 2). Mean number of days until the first bait placement at a home was around 90 days for both products at a curative site (Fig. 2). In contrast, the preventative home sites, took approximately 4 months (mean = 121) for Sentricon® Termite Colony Elimination System and nearly 6 months (mean = 177) for Firstline®.

Both the Firstline® and Sentricon® Termite Colony Elimination System were effective in obtaining termites in the stations. Although the smallest mean number of days until termites hit a station was almost three months (84 days), all of the curative houses had monitoring stations that were infested by termites at some point during the study and were baited. The percentage of stations baited at the homes is shown in Figure 3. For the Sentricon® Termite Colony Elimination System curative homes, 18% of the original stations were baited while 38% of the auxiliary stations were baited. For the Sentricon® preventative homes, 11% of the original stations were baited while 7% of the auxiliary stations were baited. In contrast, the Firstline® curative homes had 29% of the original stations baited and 47% of the auxiliary stations, while the preventative homes had 16% of the original stations baited and 53% of the auxiliary stations baited.

Where the systems largely differed was in the number and amount of bait tubes consumed. The Sentricon® Termite Colony Elimination System curative homes had 63% of the bait tubes with some consumption (at least 1%) which differed significantly from the Firstline® ($P < .05$) in which 29% of baits had some consumption (Figure 4). As for the preventative homes, the Sentricon® Termite Colony Elimination System had 81% of the baits with some consumption, which again differed significantly from Firstline® ($P < .05$) with 37% of the baits having some consumption. A comparison of the accumulated total amount of bait consumed showed there were significant differences ($P < .05$) between Firstline® and Sentricon® Termite Colony Elimination System (Figure 5). In the curative homes, Sentricon® Termite Colony Elimination System had a mean bait consumption rate of 51% (57 bait tubes) while Firstline® had a mean bait consumption of 14% (53 bait tubes). At the preventative homes, Sentricon® Termite Colony Elimination System had a mean bait consumption of 58% (36 bait tubes) while Firstline® had a mean bait consumption of 10% (28 tubes).

DISCUSSION

The effectiveness of both the Sentricon® and Termite Colony Elimination System Firstline® systems for controlling *Heterotermes aureus* should be largely determined by two factors. The first involves the abilities of the stations to obtain and/or retain termites infesting the station. Both systems in the field were able to retain termites within the bait stations. Thus the station design, wood used, and placement were all adequate for retaining termites in the stations until a bait tube could be installed. Whether the stations were able to lure termites versus simply retaining them is questionable. Preliminary lab observations (Weeks, personal. observation) suggest that *H. aureus* has sparse food detection abilities and finds food largely by chance encounters. The fact that stations adjacent to infested stations commonly remained un-infested also suggests that retention is due to encounters that are more random rather than anything to do with station design.

The second factor essential for bait station success is bait consumption itself. The Sentricon® Termite Colony Elimination System and Firstline® systems use radically different bait matrices, which, in this study, is where the two systems diverge. The Sentricon® Termite Colony Elimination System bait had a higher overall consumption rate and was consumed more frequently than the Firstline® bait. If both baits have an equal toxicity to *H. aureus*, than the Sentricon® Termite Colony Elimination System bait would be more effective. Grace et al. (2000) reported a preference of *Coptotermes* for certain bait matrices. This could have played a factor in consumption of the bait tubes by *H. aureus* in that the paper type bait used in the Sentricon® Termite Colony Elimination System is preferred to the type of cardboard used in the Firstline®.

Also important to note is that two out of the ten homes for each system had termite activity in the stations at the close of the study. In the case of the FMC curative homes, three of five were dropped from the program due to customer dissatisfaction with the program. A follow-up conversation with each customer noted failure to stop termites inside as a primary reason for quitting the program. This suggests that structural protection using either system is a long-term process and not a "magic bullet" for termite control. Seasonal changes in behavior of *H. aureus*, differing ecological characteristics

surrounding monitoring stations, and disturbance factors probably all play a role in preventing either system from being 100% effective.

ACKNOWLEDGMENTS

An appreciation is extended to Seth Mauzy for helping with data collection.
_ Current address of B. Weeks is Clemson, S.C.

REFERENCES

- Forschler, B.T and E. Chiao. 1998. Field and Laboratory tests of sulfuramide treated cardboard and FirstLine® termite baits. Proceedings of the National Conference on Urban Entomology. San Diego, California. April 1998. p.113
- Getty, G. M., M. I. Haverty, K. A. Copren, and V. R. Lewis. 2000. Response of *Reticulitermes* spp. (Isoptera: Rhinotermitidae) in northern California to baiting with hexaflumuron with Sentricon termite colony elimination system. Journal of Economic Entomology 93(5): 1498-1507.
- Grace, K.J., R. T. Yamamoto, C.H.M. Tome. 2000. Toxicity of Sulfuramide to *Coptotermes formosanus* (Isoptera:Rhinotermitidae)Sociobiology 35 (3): 457-466
- Jones, S.C. 1990. Colony size of the Desert Subterranean termite *Heterotermes aureus* (Isoptera:Rhinotermitidae). The Southwestern Naturalist 35(3):285-291.
- Kistner, D.H. and R. J. Sbragia. 2001. The use of the Sentricon® *Termite Colony Elimination System* for controlling termites in difficult control sites in Northern California. Sociobiology 37(2):265-280.
- Pawson, B.M. and R. E. Gold. 1996. Evaluation of baits for termites (Isoptera: Rhinotermitidae) in Texas. Sociobiology 28(3):485-510.
- Potter, M. F. 1997. Termite Baits: a status report. Pest Control Technology 25:pp 24-26, 28, 30, 35-38, 105-106, 110.
- Potter, M. F., E. A. Eliason, K. Davis, and R. T. Bessin. 2001. Managing subterranean termites (Isoptera:Rhinotermitidae) in the Midwest with a hexaflumuron bait and placement considerations around structures. Sociobiology 38(3B):565-584.
- Su, N.-Y. 1994. Field evaluation of hexaflumuron bait for population suppression of

subterranean termites. (Isoptera:Rhinotermitidae). Journal of Economic Entomology 87:389-397.

Yates, J. R. and J. K. Grace. 2000. Effective use of above-ground hexaflumuron bait stations for Formosan subterranean termite control. (Isoptera: Rhinotermitidae). Sociobiology 35:1-24.

Table1. Structural characteristics, estimates of the percent of an irrigation system and the percent vegetative cover based on compass directions from the 20 structures present in the study.

Name	Treatment	m ²	Construction	% Irrigation				% Vegetative Cover			
				N	S	E	W	N	S	E	W
Bingham	Firstline	214	Frame								
			Stucco	10	0	50	40	5	0	30	45
Demer	Firstline	195	Frame	100	0	0	50	20	15	50	50
			Stucco								
Dhuey	Firstline	372	Frame	100	50	0	50	0	30	0	0
			Stucco								
Ewen	Firstline	214	Frame	60	75	10	0	75	20	0	0
			Stucco								
Fields	Firstline	251	Frame	10	50	10	0	10	10	20	0
			Stucco								
Maglione 1	Firstline	111	Frame	20	100	0	0	20	100	0	0
			Stucco								
Maglione 2	Firstline	60	Frame	5	80	0	15	5	80	0	15
			Stucco								
Maglione 3	Firstline	70	Frame	20	20	0	10	0	50	0	0
			Stucco								
Orth	Firstline	204	Wood	0	0	0	0	0	10	10	0
			Frame								
Tennenbaum	Firstline	130	Block	100	0	0	0	0	0	15	0
Atkins	Sentricon	223	Block	5	40	5	0	5	50	10	0
Baker	Sentricon	225	Frame	10	100	0	20	0	50	0	10
			Stucco								
Cohen	Sentricon	279	Frame	75	50	20	5	75	75	10	0
			Stucco								
Dehler	Sentricon	232	Block	0	10	25	40	0	10	15	40
Doughty	Sentricon	111	Block	0	10	90	50	0	5	20	50
Einstein	Sentricon	325	Block	75	50	75	50	75	40	75	50
			Stucco								
Johnston	Sentricon	279	Block	75	25	0	0	20	20	0	0
			Stucco								
Khonke	Sentricon	157	Block	50	20	0	20	50	10	0	15
OSLC	Sentricon	70	Adobe	25	0	0	0	0	0	0	0
Snyder	Sentricon	278	Frame	80	80	80	80	60	70	50	75
			Stucco								

Table 2. Number of original, auxiliary and total stations for both preventative and curative structures surrounded with Firstline ®.

Name	Type	Original	Auxiliary	Total
Bingham	Preventative	29	2	31
Ewen	Preventative	38	3	41
Fields	Preventative	29	1	30
Maglione 2	Preventative	20	12	32
Maglione 3	Preventative	19	0	19
MEAN		27		30.6
Demer	Curative	28	5	33
Dhuey*	Curative	43	4	47
Maglione 1	Curative	25	7	32
Orth***	Curative	28	12	40
Tennebaum**	Curative	23	4	27
MEAN		29.4		35.8

- *Dropped out 6/01 after 25 months
- ** Dropped out 12/00 after 18 months
- *** Dropped out 8/01 after 27 months

Table 3. Number of original, auxiliary and total stations for both preventative and curative structures surrounded with Sentricon ® Termite Colony Elimination System.

Name	Type	Original	Auxiliary	Total
Atkins	Preventative	30	10	40
Baker	Preventative	37	9	46
Johnston	Preventative	38	4	42
Khonke	Preventative	33	0	33
Snyder	Preventative	41	2	43
MEAN		35.8		40.8
Cohen	Curative	46	13	59
Dehler	Curative	36	8	44
Doughty	Curative	35	10	45
Einstein	Curative	55	26	81
OSLC	Curative	16	9	25
MEAN		37.6		50.8

Figure 1- Sentricon Termite Colony Elimination System® and Firstline ® bait stations

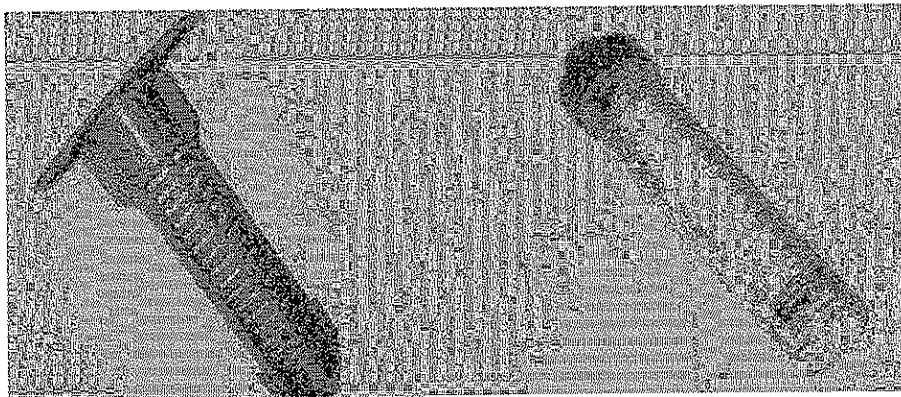
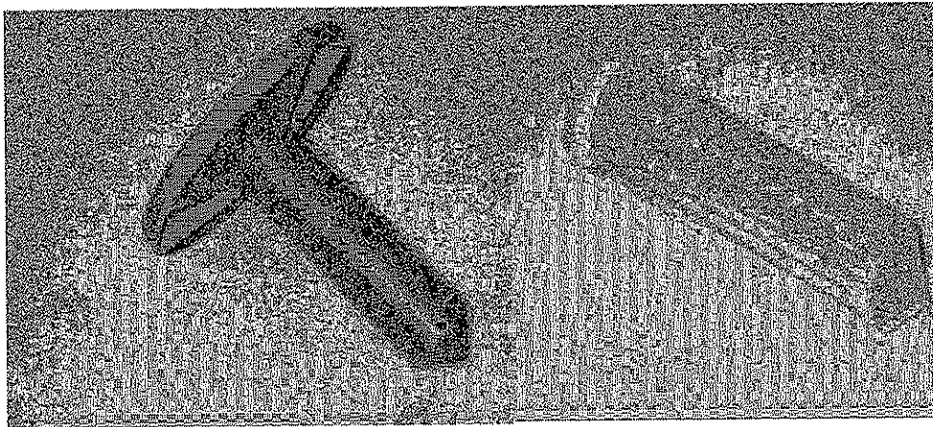


Figure 2 - Mean number of days to first baiting

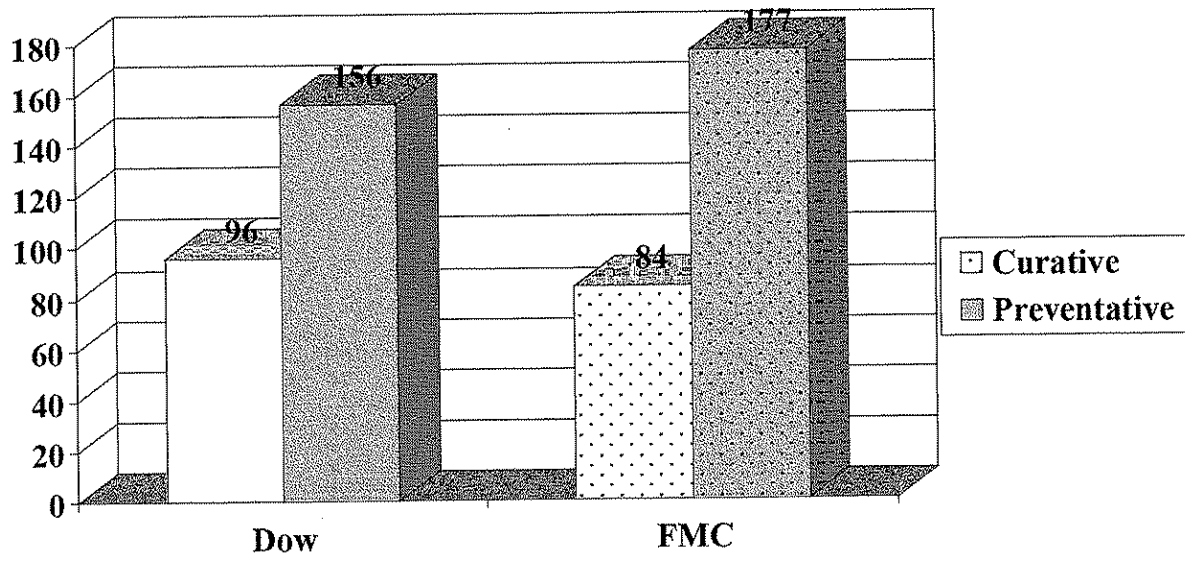


Figure 3 The percentage of stations baited

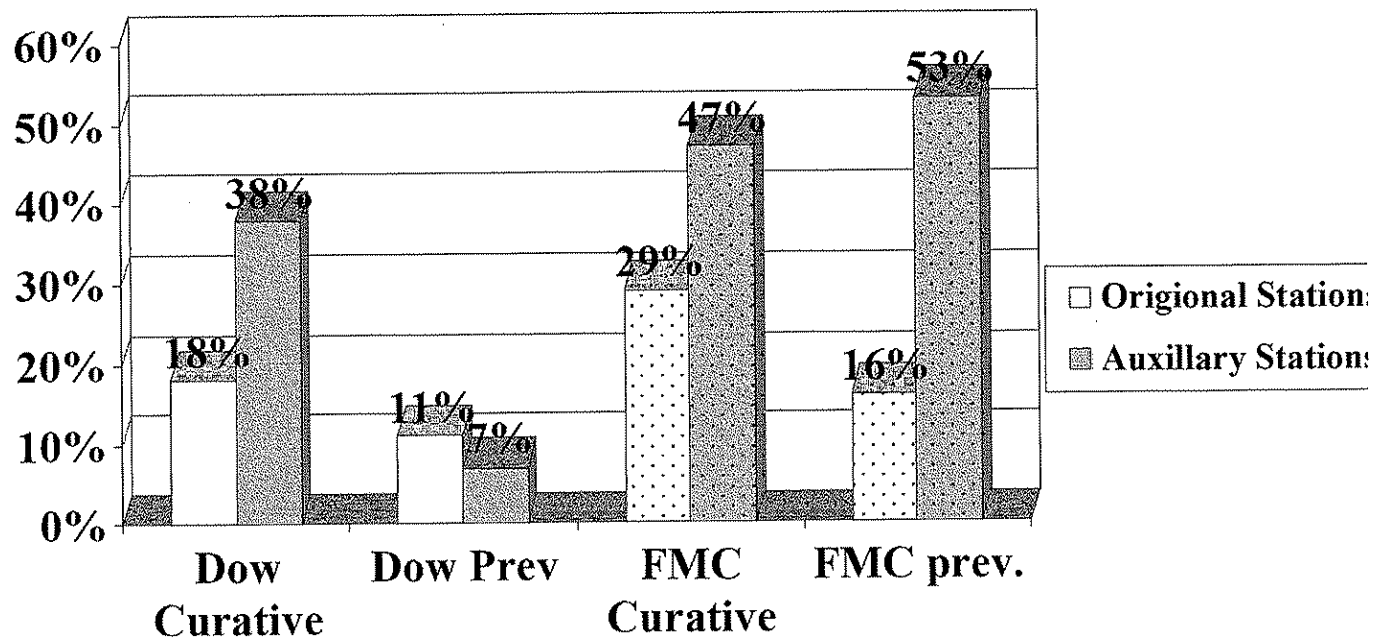


Figure 5- Accumulated Totals of the Bait Consumed

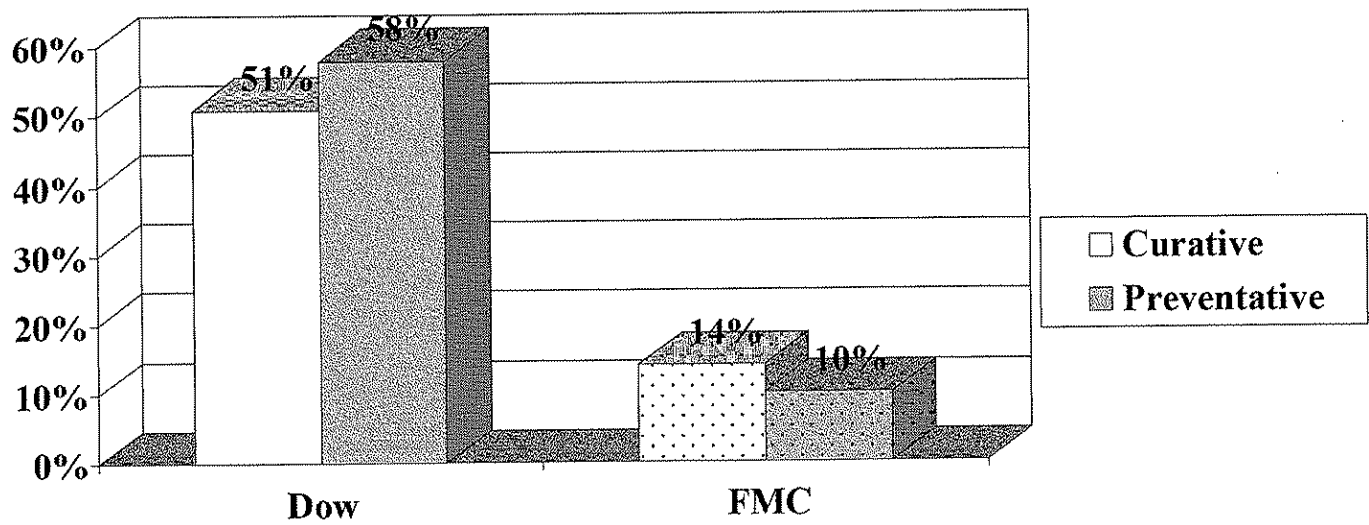
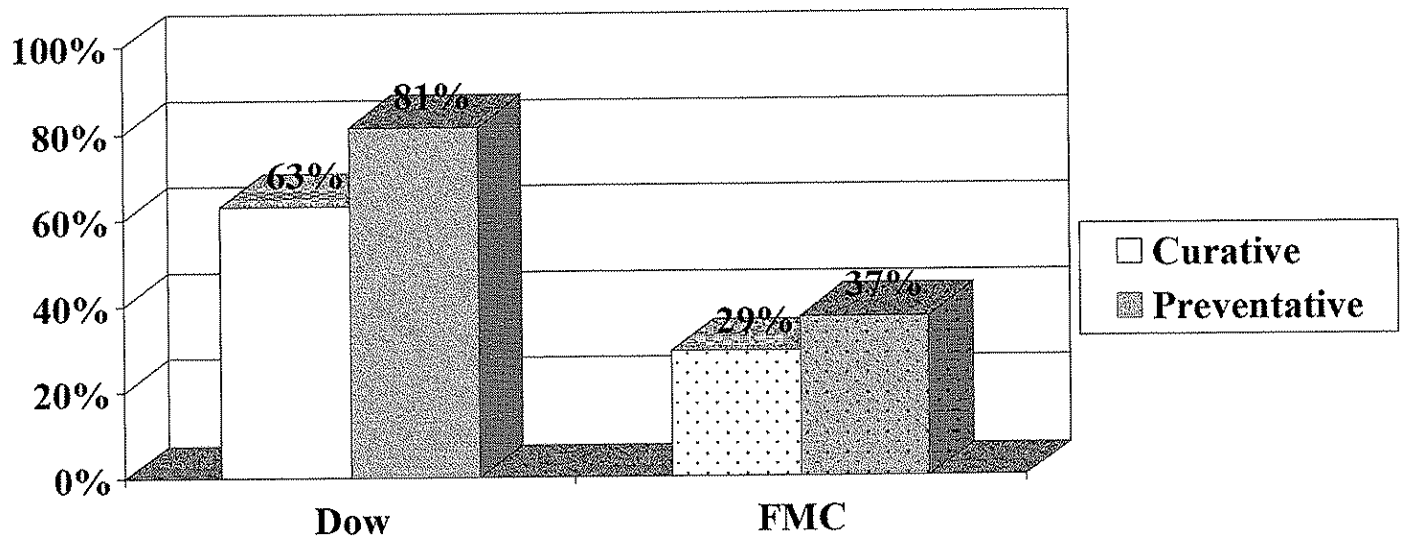


Figure 4 - Bait Consumption of at least 1%.



PLAINTIFF'S FIRST AMENDED
COMPLAINT

EXHIBIT
15

Page 1

IN THE CIRCUIT COURT OF CONWAY COUNTY, ARKANSAS

WILLIAM DICKENS and GAIL DICKENS PLAINTIFFS

Vs. CIVIL ACTION NO: CV 2004-157

THE TERMINIX INTERNATIONAL CO.,
LIMITED PARTNERSHIP;
TERMINIX INTERNATIONAL, INC.;
TERMINIX OF MORRILTON; TERMINIX OF
RUSSELLVILLE; TERMINIX OF CONWAY;
IMBODEN CARPET AND INTERIORS,

DEFENDANTS

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ORAL DEPOSITION OF
TERMINIX INTERNATIONAL EMPLOYEE
REPRESENTED BY
JIM MALOCH
Taken in Morrilton, Arkansas
January 9, 2008

1 A. Yes.

2 Q. So he would have been a counterpart of yours?

3 A. Correct.

4 Q. And would he, from time to time, send out bulletins to
5 y'all relating to issues for termite control?

6 A. Yes, we received different bulletins from him.

7 Q. Let me show you this one that I'm going to mark as
8 Plaintiff's Exhibit Number 2 to your deposition.

9 (Deposition Exhibit 2 marked for identification.)

10 BY MR. CHAPMAN:

11 Q. Do you recognize this as being one that was issued by
12 Mr. Chapman in the technical services office to all
13 Terminix offices including the Terminix Inc. offices that
14 you were working for in 1989 in the technical services
15 department of that corporation?

16 A. To say that I specifically remember this exact
17 bulletin, I'm uncertain of that, but I'm confident that we
18 received this and that we received it as a franchise.

19 Q. It says that, this memorandum is a good time to review
20 the fundamentals of performing quality termite control
21 inspections and applications. And then the first item of
22 business discussed in the memo is new termiticides and
23 mentions the consequences for the fact that chlorinated
24 hydrocarbons could no longer be used.

25 Do you see that?

1 A. Yes, uh-huh.

2 Q. He says in there that -- that the new termiticides
3 that would be used after chlorinated hydrocarbons had --
4 the margin of error that didn't allow applying that
5 chemical before label directions -- below label directions,
6 right?

7 MR. CREAGH: Object to form.

8 THE WITNESS: That's what it says, yes.

9 BY MR. CAMPBELL:

10 Q. It says that, in order to achieve long-term control,
11 that on a going-forward basis that the Terminix offices,
12 including, I guess, the one that you worked for, needed to
13 make sure that they were applied according to the mixing --
14 mixing and application and full gallonage as specified on
15 the labels, correct?

16 A. That's what this says, yes.

17 Q. Was that a change for the company?

18 A. It was a change in termiticide. Mr. Chapman would
19 have to speak for himself as to what he meant by the item
20 about "below label recommendations."

21 Q. Was it a -- a statement to the Terminix offices that
22 they needed to quit applying chemicals at below-label rates
23 because the new chemicals weren't as good?

24 MR. CREAGH: Object to the form of the question.

25 THE WITNESS: I do not interpret it as that.

1 BY MR. CAMPBELL:

2 Q. Well, if it was not a change in that regard, why would
3 they need to state it the way they did?

4 MR. CREAGH: Object to form.

5 THE WITNESS: You'd have to ask Mr. Chapman that
6 question.

7 BY MR. CAMPBELL:

8 Q. Is he still alive?

9 A. Yes.

10 Q. Where does he live?

11 A. He's in Memphis, Tennessee.

12 Q. When bulletins like this came out from Terminix
13 International's corporate headquarters to Terminix Inc.,
14 what did Terminix International do to follow up to see that
15 licensees like Terminix Inc. were doing what they were
16 instructed to do in these memos?

17 A. Other than sending out, making these memos available
18 to the licensee, there was no follow-up to my knowledge.

19 Q. And in that same highlighted section under "New
20 Termiticides," the last sentence in there notes that Doug
21 Manpe, M-a-n-p-e, is a leading industry consultant and that
22 he's noted that the majority of termite treatment failures
23 have been traced to inadequate termiticide volume applied
24 during the original treatment. You see that?

25 A. Yes.

1 Q. Were you -- do you have any reason to dispute, from a
2 scientific standpoint based on your experience with the
3 companies that that is an inaccurate statement?

4 MR. CREAGH: Object to form. Outside the scope
5 of the 30(b)6 notice.

6 THE WITNESS: No, I have no --

7 BY MR. CAMPBELL:

8 Q. Does -- does Terminix International believe that to be
9 an accurate statement as to the most common cause for
10 treatment failures?

11 MR. CREAGH: Same objections.

12 THE WITNESS: I'm not aware that they think
13 that's the main reason for it. It is a reason.

14 BY MR. CAMPBELL:

15 Q. What did Terminix International start doing
16 differently after this memo was issued in March of 1989
17 that it wasn't doing before?

18 MR. CREAGH: Object to form.

19 THE WITNESS: Began using Dursban TC and Pryfon 6
20 and other termiticides other than chlorinated --
21 chlorinated hydrocarbons.

22 BY MR. CAMPBELL:

23 Q. And how long after March of 1989 was it before the
24 company determined that Pryfon was ineffective?

25 MR. CREAGH: Object to form.

1 THE WITNESS: Not exactly sure of that, but it
2 was a matter of two or three years.

3 BY MR. CAMPBELL:

4 Q. And how long was it after issuance of this memo that
5 the corporation determined that the durational efficacy of
6 Dursban TC was not as good as chlorinated hydrocarbons?

7 A. This memo points out that they did not feel like it
8 was as effective as the chlorinated hydrocarbons when this
9 was written to determine exactly how much had to come after
10 a period of time to see the results of it.

11 Q. Sears Termite and Pest Control was a termite company
12 that was developed by Terminix International, correct?

13 MR. CREAGH: Object to form.

14 THE WITNESS: Yes.

15 BY MR. CAMPBELL:

16 Q. And -- and your introduction to the industry was
17 actually to start the operation of the Sears Termite and
18 Pest Control franchise for Little Rock?

19 A. Yes.

20 Q. And you served in the highest level management
21 position of that company for a period of years, correct?

22 A. Approximately a year, year-and-a-half.

23 Q. Did Sears Termite and Pest Control also use Dursban?

24 A. Yes.

25 Q. Did they have entomologists on staff at that

1 Termite and Pest Control, then it was for a period of time
2 operated as a separate unaffiliated entity for a period of
3 time and then Terminix bought it back.

4 MR. CREAGH: Object to form.

5 THE WITNESS: That's my understanding, yes.

6 BY MR. CAMPBELL:

7 Q. So if -- if there were not changes to the policies,
8 practices, and procedures with regard to the application of
9 post-chlorinated hydrocarbon termiticides as a result of
10 this March 1989 memorandum from Mr. Chapman but there were
11 changes to policies, practices, and procedures prior to
12 1997, what were they changed as a result of?

13 MR. CREAGH: Object to form.

14 THE WITNESS: Terminix International's approach
15 has always been to treat according to the label. And
16 I do not know what changes in procedures you're
17 referring to. We've always taken the approach that we
18 treat according to the label direction, which is the
19 law.

20 BY MR. CAMPBELL:

21 Q. Well, the testimony of the corporation is that there
22 weren't any changes -- in Arkansas, any changes to
23 policies, practices, and procedures as a result of the
24 criminal investigation by the Federal Trade Commission, but
25 there were changes in policies, practices, and procedures

1 with regard to providing termite services prior to that
2 period of time. What were those changes if they weren't
3 the changes that were reflected in this 1989 memorandum
4 from Mr. Chapman?

5 MR. CREAGH: Object to the form.
6 Mischaracterizes his prior testimony.

7 THE WITNESS: I think my statement has been that
8 we've always treated according to label directions.
9 These type memos come out on a regular basis from John
10 Chapman as training reviews for our people. And I'm
11 not aware of any huge changes in how we treated as a
12 result of that.

13 BY MR. CHAPMAN:

14 Q. You may have already answered this. Mr. Chapman still
15 working for the company?

16 A. Yes.

17 Q. In Memphis?

18 A. Yes.

19 Q. Is he still in technical services?

20 A. Yes.

21 Q. Starting in 1976, could you tell us whether there were
22 any compensation systems that were used by -- to assure
23 that termite chemicals were applied to customers' property
24 in accordance with the label directions?

25 MR. OWSLEY: Tom, do you mean 1996 or '76?

1 were in use at the time?

2 A. Yes.

3 Q. Do you know a news reporter for the Arkansas
4 Democrat-Gazette named Nancy Cole?

5 A. I've met her, yes.

6 Q. Were you interviewed by her in December on an article
7 on potential changes to waiver regulations in the state of
8 Arkansas?

9 A. I was not interviewed. She was in a meeting and had a
10 quotation from that.

11 Q. Tell us about the -- the new no-treatment contracts
12 that Terminix has been using in Arkansas.

13 MR. CREAGH: Object to form.

14 THE WITNESS: These are contracts where we place
15 a house under contract without any treatment but
16 provide the same guarantee that we do if it is
17 treated. And in order to do that, we use a waiver
18 form that the State of Arkansas has and it -- there's
19 no initial treatment.

20 It's an inspection and protection plan where we
21 agree to inspect it and, if there are active termites
22 that appear, we will retreat it at no cost as long as
23 the contract is maintained and will repair any damage
24 that may become as a result of termites.

25 BY MR. CHAPMAN:

1 Q. Is that no-treatment contract used in any other state?

2 A. Yes.

3 Q. Which other states?

4 A. I think most every state except two or three or four.

5 I'm not exactly sure how many, but there's some pending

6 stuff going on on that.

7 Q. How long has that been used in Arkansas?

8 A. Approximately a year.

9 Q. How long has it been used in other states?

10 A. Approximately the same period of time.. It was

11 introduced about 12, 14 months ago.

12 Q. Did you have to get regulatory exceptions in Arkansas

13 to use that contract?

14 A. We used the waiver form that's available through

15 Arkansas to do that, and that is attached -- signed by the

16 purchaser and then attached to the contract.

17 Q. What person at Terminix International came up with

18 this idea of writing no-treatment termite contracts?

19 A. I don't know what individual did.

20 Q. What office?

21 A. Corporate decision and --

22 Q. What corporate office developed that?

23 A. I would assume it was a corporate level with -- as far

24 as any final decisions made on that.

25 Q. Is there a corporate section at Terminix International

1 that has the entomologist in it?

2 A. Uh-huh.

3 MR. CREAGH: Yes?

4 THE WITNESS: Yes.

5 BY MR. CAMPBELL:

6 Q. Is that the technical services department?

7 A. Yes.

8 Q. That's where you've served most of your career.

9 A. Not directly with them, but that's what I did much of
10 my career, was as a technical specialist, yes.

11 Q. And in that position you had almost daily interaction
12 with the people at International when you were technical
13 services director at Terminix Inc., correct?

14 A. Not daily.

15 Q. At least weekly?

16 A. Probably not weekly. If there was a concern or
17 question, I would contact them for assistance.

18 Q. Well, was that no-treatment termite contract something
19 that was developed by the technical services people?

20 A. I'm sure they were involved with it.

21 Q. Is there an entomologically sound basis for not
22 putting a termite barrier around a property --

23 MR. CREAGH: Object to form.

24 BY MR. CAMPBELL:

25 Q. -- if you're going to try to prevent a termite

1 infestation?

2 MR. CREAGH: Same objection.

3 THE WITNESS: That decision was made by somebody
4 other than me. And they provide the same guarantee
5 whether it's treated or not treated. So I would
6 assume that that decision was made based on the fact
7 that this was a procedure that was more ecologically
8 friendly to -- to the environment and -- that made
9 that decision and agreed to retreat if necessary.

10 BY MR. CAMPBELL:

11 Q. This waiver form that's been provided in Arkansas with
12 these no-treatment contracts, does it advise the customer
13 that if no treatment is performed then it's, quote, just a
14 matter of time, close quote, before their home will be
15 infested and damaged by termites?

16 MR. CREAGH: Object to form.

17 THE WITNESS: The form itself does not state
18 that. It states, if they have any questions about it,
19 they can contact the State Plant Board.

20 BY MR. CAMPBELL:

21 Q. Does anything other than that waiver form notify the
22 Arkansas consumer in writing that, if they sign the waiver
23 form and have no treatment done of their home, that it's,
24 quote, just a matter of time, close quote, before their
25 home will be infested and damaged with termites?

1 MR. CREAGH: Object to form and foundation.

2 THE WITNESS: No, not to my knowledge.

3 BY MR. CAMPBELL:

4 Q. In your deposition on December the 5th in this case, I
5 asked you the question, I said, "Now, your testimony is
6 that, if you have a home in Arkansas that doesn't have a
7 complete barrier, it's just a matter of time that it has a
8 termite infestation, correct?"

9 And your answer was, "If it doesn't have a complete
10 barrier."

11 Is that right?

12 MR. CREAGH: Object to form.

13 THE WITNESS: That's correct.

14 BY MR. CAMPBELL:

15 Q. You were agreeing in that testimony with my question.

16 MR. CREAGH: Object to form.

17 BY MR. CAMPBELL:

18 Q. Correct?

19 A. I'm in agreement with that, but I said that, when that
20 does occur, that termiticide would be applied at that time
21 and that they have the same guarantee whether it's treated
22 or not treated.

23 Q. Well, what reason does Terminix International have to
24 believe that Arkansas consumers would somehow inherently
25 know, if they weren't told by a licensed pest control

1 operator, that if they don't have a complete barrier, it's
2 just a matter of time before their home is going to be
3 eaten up with termites?

4 MR. CREAGH: Object to form.

5 THE WITNESS: That's a lengthy question. I don't
6 know that they have any way to know that, but they are
7 willing to accept responsibility for that particular
8 structure.

9 BY MR. CAMPBELL:

10 Q. Well, in these no-treatment contract situations, isn't
11 Terminix International essentially just providing an
12 insurance policy to repair termite damage?

13 MR. CREAGH: Object to form.

14 THE WITNESS: You can use the word "insurance" if
15 you'd like, but it's a protection contract.

16 BY MR. CAMPBELL:

17 Q. I'm asking you. Is that a fair characterization?

18 MR. CREAGH: Object to form.

19 THE WITNESS: I guess in a liberal use of the
20 term, yes.

21 BY MR. CAMPBELL:

22 Q. Did you say in a literal use of the term?

23 A. Liberal.

24 Q. Is that what it is in a literal sense of the term?

25 MR. CREAGH: Object to form.

1 Q. And understanding is based on the fact that these
2 termite chemicals can't be analyzed and you can't project
3 backwards like you can on a blood alcohol test. For DUI
4 you can't say if you're, you know, a .12 at 8:00 at night,
5 that means two hours earlier you were a .18 or whatever.
6 Is that right?

7 A. Yes.

8 Q. Why did Terminix International decide to change it's
9 policy, practices, and procedures to provide remedial
10 retreatments of customers' homes that didn't receive a
11 complete initial barrier in Memphis but they didn't do so
12 180 miles or so away in Morrilton?

13 MR. CREAGH: Object to form. Mischaracterizes
14 his prior testimony.

15 THE WITNESS: My understanding is that in Memphis
16 they had made an acquisition of another company and
17 many of the houses were in some very difficult areas
18 and they determined with the number of damage claims
19 that it was to their advantage to go in and retreat
20 those houses. And that was using a totally different
21 termiticide than chlordane.

22 A lot of those were evidently treated with Pryfon
23 or some other chemicals and they were having numerous
24 damage claims and we've not had that in Morrilton and
25 so that was the reason they made that decision in

1 Memphis.

2 BY MR. CAMPBELL:

3 Q. Does the company track for any reason the rate at
4 which its termite customers allow their bonds to lapse?

5 A. Are you talking about cancellations of their --

6 Q. Well, I don't know what your terminology is, but some
7 people get a termite contract on their house for termite
8 protection and they'll decide at some point to quit paying
9 renewals, right?

10 A. Right.

11 Q. When that happens, what terminology do you use at
12 Terminix to describe that?

13 A. Generally called a cancellation.

14 Q. Has the company ever tracked the cancellation rates?

15 A. Yes, they track it every month.

16 Q. Why does the company do that?

17 A. Well, it affects the overall P and L program for the
18 church -- the situation, and they want to do that because
19 they want people to renew their contract.

20 Q. The cancellation rate would also affect the likelihood
21 that those homeowners would file a damage claim that was
22 related to an incomplete initial termite treatment,
23 correct?

24 MR. CREAGH: Object to the form.

25 THE WITNESS: Not necessarily.

C E R T I F I C A T E

IN THE CIRCUIT COURT OF CONWAY COUNTY, ARKANSAS

WILLIAM DICKENS and GAIL DICKENS PLAINTIFFS

Vs. CIVIL ACTION NO: CV 2004-157

THE TERMINIX INTERNATIONAL CO.,

Re: Oral Deposition of Terminix International Employee
represented by Jim Maloch

Date: January 9, 2008

STATE OF ARKANSAS)

COUNTY OF SALINE)

I, VALARIE D. FLORA, a Certified Court Reporter and
Notary Public in and for the aforesaid county and state, do
hereby certify that the facts as stated by me in the
caption hereof are true; that the foregoing answers in
response to the questions asked were made before me by the
witness after said witness had been by me cautioned and
sworn to testify to the truth, the whole truth, and nothing
but the truth; that the deposition was taken in accordance
with the Rules of Civil Procedure; that the statements were
recorded by me in machine shorthand; and that the questions
and answers were thereafter reduced to typewriting by me.

I FURTHER CERTIFY THAT the above and foregoing
deposition as set forth in typewriting is a full, true,
correct, and complete transcription of the proceeding had
at the time of taking of the deposition; and that I am not
of counsel for, nor related to any of the parties in this
suit, nor otherwise interest therein.

WITNESS MY HAND AND SEAL on this the 15th day of
January, 2008.

VALARIE D. FLORA, CCR, RPR

Certificate No. 516

My Commission Expires 12/28/15